

EXHIBIT A

FAMILY GOLF CENTERS, INC.

Owned Properties1/9/00

I. Current Locations

Location	Status	MLB ID No.	Store #
Eagle Quest Douglasdale #7 Douglas Wood Drive SE Calgary, Alberta T2Z 1J6	O	CAL2	467
Nanaimo Eagle Quest 1601 Thatcher Road Nanaimo, BC V9R 5X9	O	BC3	474
Eagle Quest Coyote Creek 7778 152nd Street Surrey, BC V3S 3M1	O	BC4	470
Carlsbad Family Golf Center 2711 Haymar Drive Carlsbad, CA 92008	O	CA1	337
Palm Royale Family Golf Center 78-259 Inidgo Drive La Quentina, CA 92253	O	CA3	331
Elk Grove Family Golf Center 8119 Sheldon Rd. Elk Grove, CA 95758	O	CA18	335
Peachtree Family Golf Center 2833 Peachtree Ind. Blvd. Duluth, GA 30096	O	GA1	208
Overland Park Family Golf Center 10350 W. 135th Street Overland Park, KS 66221	O	KS	239
Wichita Family Golf Center 1010 N. Webb Road Wichita, KS 67278	O	KS2	240
Easton Family Golf Center 530 Turnpike Street South Easton, MA 02375	O	MA2	219
Kansas City Family Golf Center (Timber Ridge) 5330 NE Oak Ridge Drive Kansas City, MO 64119	O	MO1	245

Location	Status	MLB ID No.	Store #
Voorhees Family Golf Center 144 Route 73 Voorhees, NJ 08043	O	NJ4	246
Sports Plus Cincinnati 10765 Reading Road Evandale, OH 45241	O	OH3	502
Cincinnati Family Golf Center Landen 7630 Columbia Rd. Maineville, OH 45039	O	OH5	223
Eagle Quest Vaughan 7345 Hwy. 50 Vaughan, Ontario L4L 1A5	O	ON2	473
GBGC at Cool Springs 1530 Hamilton Rd. Pittsburgh, PA 15234	O	PA1	415
Carolina Springs Family Golf Centers 1680 Shuffletown Rd. Fountain Inn, SC 29644	O	SC1	220
Pelham Family Golf Center 8000 Pelham Road Greenville, SC 29615	O	SC2	205
SkateNation of Richmond West 4350 Pouncey Tract Rd., Suite B Mail: P.O. Box 4764 Glen Allen, VA 23060	O	VA2	605
Richmond Family Golf Center 11000 Washington Hwy. (U.S. Route 1) Glen Allen, VA 23059	O	VA3	207
SkateNation of Richmond South 636 Johnston-Willis Drive Richmond, VA 23236	O	VA5	608
Kent Family Golf Center 9116 South 212th Street Kent, WA 98031	O	WA1	460

FAMILY GOLF CENTERS, INC.

Leased Properties1/9/00

I. Current Locations

Location	Status	MLB ID No.	Landlord	Store #
Eagle Quest Calgary Dome 999 32nd Ave. N.E. Calgary, Alberta T2E 6X6	L	CAL1	<u>Sublease:</u> Fox Hollow Golf Course, Inc. Attn: W. Lister C/o 3044 - 2 nd St. S.W. Calgary Alberta T2S 1T3 Copy to: City of Calgary Regal Golf Course C/o Shaikh & Shikaze Attn: H. Shikaze 1860 - 840 7 th Ave A.W. Calgary Alberta T2P 3G2	468
Eagle Quest Coquitlam 1001 United Blvd. Coquitlam, BC V3K 7A7	L	BC1	Greater Vancouver Sewage And Drainage District 4330 Kingsway Burnaby, BC V5H 4G8 Attn: Solid Waste Manager	471
Eagle Quest Kelowna 3810 Casorso Rd. Kelowna, BC	L	BC2	Palmina Genievich 1419 Acroft Court Berkeley, CA 94702 Valentino Luigi Rampone 3295 Lakeshore Road Kelowna, BC.	465
Musqueam: Eagle Quest Vancouver 3904 West 51st Street Vancouver, BC V6N 3W1	L	BC5	Her Majesty the Queen in the Right of Canada, the Ministry of Citizenship & Immigration, Ottawa, Ontario	466
Global/Golf Gavilan 5055 Santa Teresa Blvd Gilroy, CA 95020	L	CA4	Gavilan Joint Community College Attn: Glenn Mayle, President 5055 Santa Teresa Blvd., Gilroy, CA 95020	310

Location	Status	MLB ID No.	Landlord	Store #
Palm Desert Family Golf Center 73-450 Fred Waring Drive Palm Descrt, CA 92260	L	CA7	Desert Community College District 43-500 Monterey Avenue Palm Desert, CA 92260 Attn: Joanne Higdon	326
San Jose Family Golf Centers 4701 N. First Street San Jose/Alviso, CA 95002	L	CA9	Sainte Claire Corporation 985 University Ave. Suite 12 Los Gatos, CA 95030 (?)	322
San Bruno Family Golf Center 2101 Sneath Lane San Bruno, CA 94066	L	CA12	<u>Parcel 1:</u> San Bruno Park School Dist. 500 Acacia Ave. San Bruno, California 94066 Attn: District Superintendant <u>Parcel 2:</u> City of San Bruno 567 El Camino Real San Bruno, CA 94066-4299 Attn: Finance Director	329
Westminster Family Golf Center 14800 Hoover Street Westminster, CA 92683	L	CA15	Westminster Memorial Park, 14801 Beach Blvd Westminster CA 92683 Eric R. Van de Water, Esq., Agent Griffith & Thornburgh 8 East Figueroa St., 3rd floor P.O. Box 9 Santa Barbara, CA 93102-0009	324
TPT El Segundo, Inc. 400 S. Sepulveda Blvd. El Segundo, CA 90245	M	CA17	City of El Segundo 350 Main Street El Segundo, California 90245 Attn: City Manager	305

Location	Status	MLB ID No.	Landlord	Store #
Encino/Balboa Family Golf Center 16821 Burbank Blvd. Encino, CA 91316	C	CA19	<p>City of Los Angeles Department of Recreation & Parks 200 North Main Street, Rm. 1325 Los Angeles, CA 90012 Attn: General Manager</p> <p>and</p> <p>City of Los Angeles Dept of Recreation & Parks Valley Region - Administrative Services 6335 Woodley Ave Van Nuys, CA 91406</p>	336
MetroGolf Incorporated 39751 Stevenson Place Fremont, CA 94539	L	CA20	<p>City of Fremont, CA Maintenance & Recreation Services Director 3350 Capitol Ave Fremont, CA 94538 Attn: Patrick Hayes, Recreation Superintendent Tel # (510) 494-4328</p> <p>Copies to: City Attorney City of Fremont 3900 Liberty Street Fremont, CA 94537</p> <p>Copies to: Tom Larsen, Esq. Howard Rice Nemerovski Canaday Falk & Rabkin Three Embarcadero Center, 7th floor San Francisco, CA 94111-4065</p> <p>Rent: City of Fremont, CA Financial Service Department P.O. Box 5006 Fremont, CA 94537</p>	405

Location	Status	MLB ID No.	Landlord	Store #
Milpitas Family Golf Center 600 S. Abbott Avenue Milpitas, CA 95035	L	CA22	County of Santa Clara GSA Facilities Dept Property Management Div- Janet Motha 70 West Hedding Street, East Wing 11th Floor San Jose, CA 95110	330
Family Golf Centers, Inc. 840 Apollo St., Suite 312 El Segundo, CA 90245 (Schickler's office)	L	CA23	Continental Development, L.P. II 2041 Rosecrans Avenue, Suite 265 El Segundo, CA 90245 Attn: Richard C. Lundquist Copy to: Leonard E. Blakesley, Jr. Continental Development 2041 Rosecrans Avenue, Suite 265 El Segundo, CA 90245 Rent: Continental Development, L.P. II P.O. Box 916 El Segundo, CA 90245-0916	---
Kennedy Family Golf Center (Seven Iron) 10500 East Hampden Ave. Aurora, CO 80014	C	CO1	City and County of Denver Department of Excise & Licenses 200 W. 14th Ave. Denver, Colorado 80204-2700	325
Overland Family Golf Center 1801 S. Huron Street Denver, CO 80223	C	CO4	City & County of Denver Manager Dept of Parks & Recreation 2300 15th Street Denver, Colorado 80202	339
Denver Family Golf Center 6901 S. Peoria Street Englewood, CO 80112	L	CO5	Arapahoe County Public Airport 7800 So. Peoria St. Englewood, Colorado 80112 Attn: Donald C. Crandell, Executive Dir.	323
Evergreen Family Golf Center 29614 Upper Bear Creek Road Evergreen, CO 80439	C	CO10	City and County of Denver The Manager, Department of Parks and Recreation 2300 15 th Street Denver, CO 80202	338
Shelton Family Golf Center 784 River Road Shelton, CT 06484	L	CT1		244

Location	Status	MLB ID No.	Landlord	Store #
Family Golf Center (C.B. Smith Park) 950 Flamingo Rd. Pembroke Pines, FL 33027	C	FL3	Director of Broward County Parks & Recreation Division Attn: Lou Compton 950 Northwest 38 th Street Oakland Park, Florida 33309 Tel # (954) 357-8100 Copy to: Larry Jackson, Park Manager C.B. Smith Park 900 N. Flamingo Rd Pembroke Pines, FL 33028	243
Illinois Family Golf Centers, Inc. 221 N. Columbus Drive Chicago, IL 60601	L	IL1	Illinois Center Plaza Venture Metropolitan Structures C/o Kaczynski & Associates 135 Addison, Suite 251 Elmhurst, IL 60126 With a copy to: Melvin K. Lippe, Esq. Alzheimer & Gray 10 South Wacker Drive Chicago, IL 60606-7482	402
Chicago Family Golf Centers (Cantera) 28251 Diehl Road Warrenville, IL 60555	L	IL2	Warrenville Development, LTD Attn: Gerard Sablich 200 East Randolph Drive Chicago, IL 60601 (312) 782-5800 with a copy to: Michael R. Haney Warrenville Development, LTD 200 East Randolph Drive Chicago, Ill 60601	237
Carver Family Golf Center 108 North Main St. Carver, MA 02330	L	MA1	Simeone Associates Ltd Partnership 1185 Turnpike St. Stoughton, MA 02072	504

Location	Status	MLB ID No.	Landlord	Store #
GBCG-College Park 4896 University Blvd. College Park, MD 20740	L	MD2	<p>Mid-Atlantic Golf Properties, Inc Attn: Rod Smith 10908 Great Oak Way Columbia MD 21044 (301) 854-9794</p> <p>Maryland -National Capital Park & Planning Commission 6600 Kenilworth Ave. Riverdale, Maryland 20737 <u>Attn:</u> Director of Parks & Recreation Dept.</p> <p><u>With two copies to:</u> Maryland – National Capital Park & Planning Commission 6611 Kenilworth Avenue, Riverdale, Maryland 20737 <u>Attn:</u> Office of the General Counsel and Office of the Secretary –Treasurer</p> <p>Rent: Maryland National Capital Park & Planning 4690 University Blvd. College Park, MD 20740</p>	422
SkateNation of Piney Orchard 8781 Piney Orchard Pkwy. Odenton, MD 21113	L	MD3	<p>Piney Orchard Master Partnership Director of Administration Arundel Center Annapolis, MD 21401 Tel # (410) 227-7000 OR Spurgeon Eismeier (410) 227-7913</p>	607
Privatization Plus, Inc. 1501 Dorsey Road Glen Burnie, MD 21061	L	MD5	<p>Anne Arundel County Recreation & Parks Attn: Jay Cuccia, Park Superintendent P.O. Box 6675 Annapolis, MD 21404</p>	218

Location	Status	MLB ID No.	Landlord	Store #
Golden Bear Golf Center at Oasis 39500 Five Mile Road Plymouth, MI 48170	L	MI1	Parcel 1 Brian Ashley 4529 Oak Point Dr Brighton MI 48116 Parcel 2 S-B Haggerty Inc. 30100 Telegraph - Suite 366 Bingham Farms, MI 48025	416
Golden Bear Golf Center at Royal Oak 3500 Edgar Road Royal Oak, MI 48073	L	MI2	We pay rent to both landlords: Parcel 1 (McDivott's Lease): City of Royal Oak Attn: Britt Ried 211 Williams St P.O. Box 64 Royal Oak MI 48068-0064 Parcel 2 (Captain Cove's Lease): City of Royal Oak - McDivott's Lease Attn: Britt Ried 211 Williams St P.O. Box 64 Royal Oak MI 48068-0064 Promissory Note: Cook Golf, Inc. - Captain's Cove Lease C/o Oxford Partners, Inc. 126 Ottawa Ave N. W. Grand Rapids MI 49503	423
St. Louis Family Golf Center 3717 Tree Court Industrial Blvd. St. Louis, MO 63122	L	MO2	Marshall Road Partnership 8684 Olive Rd St. Louis MO 63132	214

Location	Status	MLB ID No.	Landlord	Store #
Sports Plus Raleigh 2601 Raleigh Blvd Raleigh, NC 27604	L	NC2	Parker Raleigh Development XXIV, Ltd Partnership c/o Parker Lincoln Development, Inc. Attn: Barbara Williams 5500-103 Atlantic Springs Rd Raleigh NC 27616 (919) 872-9000 with copy to: W. Thomas Boyd, Jr. Esq. The Law Office of Tom Boyd P.O. Box 66 Wilson, North Carolina 27894	503
Raleigh Family Golf Center 9820 Capitol Blvd. Wake Forest, NC 27587	L	NC3	Carolina Capitals Ventures Ltd. 8925 Lindenshire Road Raleigh, North Carolina 27615 Attn: Mark Robertson	225
Campgaw Mountain 200 Campgaw Road Mahwah, NJ 07430	C	NJ1	County of Bergen Division of Parks, Dept. Of Parks County of Bergen, Administration Bldg Court Plaza South 21 Main St. Hackensack, NJ 07101	615
Darlington Family Golf Center 279 Campgaw Road Mahwah, NJ 07430	L	NJ2	County of Bergen, Division of Parks Attn: Wolfgang Albrecht, Jr. Administration Blding - Court Plaza South 21 Main St Hackensack NJ 07601-7000 Tel # (201) 646-2680	227
Golden Bear Golf Center at Willowbrook 366 Rte. 46 Service Road East Wayne, NJ 07470	L	NJ5	KVP, Limited Partnership C/o Michael Kessler 1843 N.W. 124 th Ave Coral Springs FL 33071	202

Location	Status	MLB ID No.	Landlord	Store #
Bronx Family Golf Center 1825 East Gunhill Rd. Bronx, NY 10469	C	NY1	Metropolitan Transportation Authority Attn: Helene Cinque 347 Madison Ave New York, NY 10017-3739 Tel # (212) 878-7000 Rent: MTA P.O. Box 5840 New York, NY 10087-5840	248
Brooklyn Family Golf Center Brooklyn, New York (Dreier-Offerman)	C	NY2	Commissioner of the Dept. of Parks and Recreation The Arsenal Central Park 830 Fifth Avenue New York, NY 10021	
Golden Bear Golf Center - Alley Pond 232-01 Northern Blvd. Douglaston, NY 11363	C	NY4	Commissioner of the Dept. of Parks and Recreation Attn: Joanne Imohiosen The Arsenal Central Park New York, New York 10021 (212) 360-3404	203
Golden Bear Golf Center at Skydrive 1024 Broadhollow Road Farmingdale, NY 11735	L	NY5	Parcel 1: Bud Realty 376 Fulton Street Farmingdale, NY 11735 Parcel 2: Joseph Gazza 388 Broadhollow Road Farmingdale, NY 11735	201

Location	Status	MLB ID No.	Landlord	Store #
The Ponds Family Golf Center 100 New Moriches Road Lake Grove, NY 11755	L	NY6	Three Grove Partners Attn: Denise Michalowski 300 Mill Rd Medford NY 11763 (516) 732-8206 Three Grove Partners Attn: Arthur Calace 300 Mill Road Medford, NY 11763 (with a copy to Ruskin, Moscow, Evans & Faltischek, P.C. 170 Old Country Road Mineola, N.Y. 11501 Attn: David S. Hoffler)	232
Sports Plus Lake Grove 110 New Moriches Road Lake Grove, NY 11755	L	NY7	Three Grove Partners Attn: Denise Michalowski 300 Mill Rd Medford NY 11763 Three Grove Partners Attn: Arthur Calace 300 Mill Rd Medford, NY 11763 (with a copy to Stuart J. Stein, P.C. 400 Garden City Plaza Garden City, New York 11530 Attn: Stuart J. Stein, Esq. Fax No. 516-742-7848)	501
GBGC Clay 3985 Route 31 Liverpool, NY 13090	L	NY8	Route 31 Associates 1265 Scottsville Road Rochester, NY 14624	110
Orient Associates (Family Golf HQ) 538 Broadhollow Road, 4th fl. Melville, NY 11747	L	NY9	Reckson Management Group, Inc. Attn: Mitchell Rechler, EVP GPO, P.O. Box 5958 New York NY 10087-5958	90

Location	Status	MLB ID No.	Landlord	Store #
Sports Plus New Rochelle PO Box 1658 New Rochelle, NY 10801	L	NY16	New Roc Associates, LP Attn: Robert M. Greene 30 Glenn St. White Plains NY 10603 New Roc Associates, LP 115 Stevens Avenue Valhalla, NY 10595 Attn: Louis Cappelli	507
Family Golf Center at Randall's Island One Randalls Island Randalls Island, NY 10035	C	NY21	Commissioner of the Dept. of Parks and Recreation The Arsenal Central Park New York, New York 10021	226
Palisades Center Ice Rink 4900 Palisades Center Drive West Nyack, NY 10994	M	NY26	EklecCo 4 Clinton Square Syracuse, NY 13202 Attn: Thomas J. Valenti Phone: 315-422-0090 Fax: 315-422-3569	
Golden Bear Golf Center at Greenburgh 300 Waterside Drive Elmsford, NY 10523	L	NY28	Baker Properties, Inc. 485 Washington Avenue Pleasantville, NY 10570 Rent: Baker Properties, Inc. P.O. Box 7777 - W4280 Philadelphia, PA 19175	204
Golden Bear Golf Center at Henrietta 350 Calkins Road Rochester, NY 14623-4212	L	NY31	Marketplace Center Attn: Thomas Wilmot 1265 Scottsville Road Rochester, NY 14624 (716) 464-9400	112

Location	Status	MLB ID No.	Landlord	Store #
Iceworks-Syosset (Long Island Skating Academy) 175 Underhill Blvd. Syosset, NY 11791	L	NY32	Facility Lease: Jandell Realty, Inc. Attn: Neil Savitsky 40 Underhill Blvd. Syosset, N.Y. 11791 (516) 922-4583 Parking Lot Lease: Krebbs Family LLC J & M Auto Repair 90 Underhill Road Syosset, NY 11791	601
Golden Bear Golf Center at Rollandia & The Magic Castle 4990 Wilmington Pike Dayton, OH 45440	L	OH2	Sugar Creek Golf Course, Inc. Attn: Craig Fanning 8003 Greenlake Dr Middleton OH 45044 (513) 755-6071 4990 Wilmington Pike Dayton, Ohio 45440 <u>Copy to:</u> Stuart C. Brinn, Esq. Strauss & Troy 2100 PNC Center 201 East Fifth Street Cincinnati, Ohio 45202)	411
Cincinnati Family Golf Centers Fairfield 6400 Dixie Highway Fairfield, OH 45014	L	OH4	Michael & Juanita Kocheck P.O. Box 40890 Cincinnati, OH 45240 Tel # (513) 825-0037 <u>Copy to:</u> Melvin A. Baker 1250 N.W. Washington Blvd. Hamilton, OH 45013	217
Valley View Family Golf Center 6060 West Canal Road Valley View, OH 44125	L	OH6	J.S.N. Holdings c/o The Dalad Group 6200 Rockside Woods Blvd. Independence,, Ohio 44131 <u>Attn:</u> Neil Vinny Facsimile: 216-447-5028	210

Location	Status	MLB ID No.	Landlord	Store #
Golden Bear Golf Center at Polaris 510 Lazelle Road Westerville, OH 43081	L	OH7	N.P. Limited Partnership Attn: Franz Geiger 8425 Pulsar Place, Suite 240 Columbus OH 43240-2002 (614) 841-1000	412
Whitehall Family Golf Center 5000 East Broad Street Whitehall, OH 43213	L	OH8	<u>Parcel 1:</u> Helen Tibbals and Bank One Ohio Trusts Co., NA Co-Executors under the estate of Todd Tibbals c/o Bank One Ohio Trust Company Attn: Phyllis Jeter P.O. Box 711074 Columbus OH 43271-1074 (614) 248-7942 <u>Parcel 2:</u> City of Whitehall Auditors Office 360 South Yearling Road Whitehall, OH 43213	233
Eagle Quest Thunder Bay 141 Northern Avenue Thunder Bay, Ontario P7C 2V7	L	ON1	Canadian Lakehead Exhibition 425 Northern Ave. Thunder Bay Ontario Fax: 623-5540	472
Eagle Quest Markham 150 Burncrest Road Markham, Ontario L3R 0B7	L	ON3	Maha Limited 27 The Bridle Path North York, Ontario M2L 1C9	469
Golden Bear Golf Center at Highlands 2538 Golden Bear Drive Carrollton, TX 75006	L	TX10	Trinity Mills – Midway partners, Ltd. C/o Fritz Duda Company One Galleria Tower 1355 Noel Road, LB3 Suite 1315 Dallas, Texas 75240 Attn: Fritz Duda	418

Location	Status	MLB ID No.	Landlord	Store #
SkateNation at Prince William 5180 Dale Blvd. Dale City, VA 22193	L	VA1	Prince William County Park Authority Attn: Peggy Delinocci, Exec. Director 14420 Bristow Road Manassass, VA 20112-3932 Rent: Prince William County Park Authority 14420 Bristow Road Manassass, VA 20112-3932 Attn: Cindy Curtis	606
SkateNation of Reston 1800 Michael Faraday Ct. Reston, VA 20190	L	VA4	Parcel 1: Marc E. Bettius, Esq. Lawson & Frank 6045 Wilson Blvd. Ste. 100 Arlington, VA 22205-1546 (703) 534-4800 Parcel 2: Maharaj and Ginga Jalla 7817 Calpurnia Court McLean, VA 22102	603
Indian River Family Golf Center 920 South Military Highway Virginia Beach, VA 23464	L	VA6	Webb Realty c/o Greg Pazko Goodrich Associates 560 Sylvan Ave Englewood Cliffs NJ 07632 (201) 816-9550 Rent: Webb Realty Co. Stephan Telefyan 308 Cedar Lakes Drive Chesapeake, VA 23320	215

Location	Status	MLB ID No.	Landlord	Store #
Virginia Beach Family Golf Ctr 411 S. Birdneck Rd. Virginia Beach, VA 23451	L	VA7	Robert H. Braithwaite, Jr. 520 Oceana Blvd Virginia Beach, VA 23454 City of Virginia Beach Dept of Finance Rm. 220 City Hall Municipal Center Virginia 23456	211
Interbay Family Golf Center 2501 15th Avenue West Seattle, WA 98119	C	WA2	The City of Seattle Seattle Department of Parks & Recreation Attn: John Mallon 1600 South Dakota Seattle WA 98108	333
Family Golf Centers Tacoma Firs 4504 South Tyler Street Tacoma, WA 98409	C	WA4	The City of Tacoma Assistant Director Public Works Dept/ Tacoma Municipal Building 747 Market St., Room 420 Tacoma, WA 98402 Tax: (253) 591-5097	344
Family Golf Center Tumwater 8080 Center Street, S.W. Tumwater, WA 98501	L	WA5	Port of Olympia Attn: Marilyn S. Gray, CPM 7643 Old Hwy 99 SE Olympia WA 98501 (360) 586-6810 Rent: Port of Olympia 1022 Marine Drive, NE Olympia, WA 98501	463
Janesville Ice Arena 821 Beloit Avenue Janesville, WI 53545	L	WI1	Director of Leisure Services City of Janesville 17 North Franklin Street Janesville, WI 53545	614

FAMILY GOLF CENTERS, INC.

Other Assets1/9/00**I. Current Locations**

Location	Status	MLB ID No.	Description	Store #
Pardoc Vending Corp.	L	NY24	The company's vending service entity providing soft drink and candy replenishment service to both ISFE location and other external customers.	--
Pinnacle Entertainment	L	MO3	Family Golf's amusement and video game subsidiary, providing rides and games to ISFE locations and other external customers.	60
Confidence	L	CA14	Designer and manufacturer of golf clubs.	40
Golden Spikes	L	CA14	Distributor of soft spike golf shoes.	40

EXHIBIT B

BIDDER REGISTRATION FORM

BIDDER I.D.

Bidder's Name: _____

Bidder's Address: _____

Bidder's Contact: _____

Bidder's Phone Number: _____

Bidder's Facsimile Number: _____

Bidder's E-mail Address: _____

Bidder's Tax ID Number: _____

ATTORNEY I.D.

Bidder's Attorney: _____

Bidder's Attorney's Address: _____

Bidder's Attorney's Phone Number: _____

Bidder's Attorney's Facsimile Number: _____

Bidder's Attorney's E-mail Address: _____

DISCLOSURE OF CONNECTIONS

Bidder is required to attach to this form a written statement which sets forth any connection with the Debtors, including, but not limited to, whether the Bidder (including direct or indirect shareholders, members, partners or joint venturers of the Bidder) is a shareholder, employee, or affiliate of the Debtors, or a relative of a shareholder, employee, or affiliate of the Debtors.

BIDDER'S ACKNOWLEDGEMENT

Submission of this form by or on behalf of Bidder shall constitute an acknowledgment (a) that Bidder had an opportunity to inspect and examine the leased and/or owned property and to review all other pertinent documents with respect to the Assets prior to making its offer and that Bidder relied solely on that review and upon its own investigation and inspection of the Assets in making its offer; (b) that Bidder is not relying upon any written or oral statements, representations, or warranties of the Debtors, their agents or representatives, and (c) that Bidder has obtained a complete copy of the Bidding Procedures and has read and understood same and agrees to abide by and be bound by such Bidding Procedures.

EXHIBIT C

CONTRACT FOR ASSIGNMENT OF LEASE

THIS CONTRACT ("Contract"), made this ___ day of _____, 2001, by and among _____ ("Seller"), _____ ("Purchaser"), and the Escrow Agent specified on the last page of this Contract ("Escrow Agent").

1. **AGREEMENT.** In consideration of the mutual covenants herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

(A) Seller agrees to assign to Purchaser and Purchaser agrees to assume, pursuant to the terms and conditions hereinafter set forth, all of Seller's right, title and interest as tenant in and to the lease described on Exhibit "A" (the "Lease") for that certain parcel of land and building, if any, located thereon, all as specifically described in the Lease (the "Demised Premises"), on which Seller operates an entertainment facility (the "Facility"); and

(B) Seller agrees to sell and transfer to Purchaser and Purchaser agrees to purchase and accept all of Seller's right, title and interest in and to the fixtures, furnishings and equipment and tenant improvements (the "Improvements"), in each instance, owned by Seller and located on the Demised Premises and used in connection with the Facility and the inventory and supplies (the "Inventory") (the Lease, Improvements, Facility and Inventory, collectively, the "Property");

but excluding from this sale that certain property described on Exhibit D attached hereto (the "Excluded Property"). If Purchaser is one or more individuals, Purchaser represents that Purchaser is at least 18 years old and is legally able to

enter into this Contract and be bound by it. If Purchaser is not an individual (but is a partnership, corporation or other entity), Purchaser represents that execution, delivery and performance of this contract are within Purchaser's power and have been duly authorized by all necessary and proper action.

2. **PURCHASE PRICE.** The purchase price for the Property (excluding the Inventory) is \$_____ (the "Purchase Price"), payable all cash as follows:

(a) _____, representing the initial earnest money deposit (the "Deposit") and being equal to ten percent (10%) of the Purchase Price, shall be delivered by Purchaser to Escrow Agent simultaneously with the execution of this Contract. This payment is being made by a certified or cashier's check in the amount of the Deposit made payable on its face to Escrow Agent. Escrow Agent shall deposit the Deposit in a non-interest bearing account and, except as otherwise set forth herein, shall pay the Deposit to Seller at Closing to be credited against the Purchase Price due at Closing.

(b) The balance of the Purchase Price, \$_____, shall be paid by Purchaser directly to Seller in cash or by wire transfer, certified or bank check at Closing, subject to the credits, adjustments and prorations as hereinafter provided.

(c) This Contract is not contingent upon Purchaser's ability to obtain financing, and in no event is this Contract subject to Purchaser obtaining financing from any third party.

3. **CLOSING.** The Closing shall take place in the office of Escrow Agent at the location specified on the last page of this Contract, or at such other place within the state where the Demised Premises or Escrow Agent is located, as designated by the Escrow Agent, in its sole discretion, on a date specified by Seller which shall be no later than the tenth (10th) business day after entry of the order (the "Approval Order") of the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") presiding over Seller's chapter 11 cases

(captioned In re Randall's Island Family Golf Centers, Inc., et al., Case Nos. 00 B 41065 through 00 B 41196 (SMB) (the "Chapter 11 Cases")) authorizing and approving the assignment and assumption of the Lease pursuant to sections 363 and 365 of title 11 of the United States Code (the "Bankruptcy Code") free and clear of all liens, claims encumbrances, and other interests in the Lease (other than Permitted Exceptions, if any). At Closing, Seller shall deliver to Purchaser and Purchaser shall deliver to Seller an Assignment and Assumption of Lease in the form attached hereto as Exhibit "B" (the "Assignment") which shall assign to Purchaser all of Seller's right, title and interest in and to the Lease in accordance with Paragraph 8 hereof. To the extent there are any other occupants or sub-tenants of the Demised Premises, Purchaser shall accept the Assignment subject to any and all rights, whether known or unknown, of such occupants or sub-tenants. To the extent any licenses, permits or certificates concerning the Demised Premises are assignable without cost to Seller, and such assignment is permitted by applicable law, Seller and Purchaser shall execute and deliver an Assignment of Licenses, Permits and Contracts and Assumption Agreement in the form attached hereto as Exhibit "C". Seller shall deliver a certified copy of the Approval Order.

4. **TAXES AND ADJUSTMENTS.** (a) To the extent that the same are payable or shall have been paid by Seller as tenant under the Lease, ad valorem property taxes, water, sewer, vault charges and other utility charges and any other charges for municipal services, the value of fuel stored on the Demised Premises, rents (including base rent and additional rent, as applicable) and security deposits, if any, paid or payable under the Lease shall be adjusted and apportioned as of 11:59 p.m. of the day before the date of Closing. If the exact amount of ad valorem taxes for the year in which the Closing occurs is not known at Closing, the proration of the taxes for the year in which the Closing occurs will be based on the prior year's taxes and shall be conclusive, with no subsequent adjustment. In the event that any tax appeals shall be ending with respect to the Demised Premises as of the Closing Date for the current year and/or any prior years, Purchaser agrees to continue to prosecute those appeals diligently, utilizing the attorneys

heretofore retained by Seller for that purpose. The parties agree that all refunds, credits, attorneys fees and disbursements from such appeals and from any newly filed tax appeals for the current year and/or any past years, will be apportioned on the basis of the periods before and after the Closing Date to which the refund or credit applies. The provisions of this Section shall survive the Closing hereunder.

(b) Seller and Purchaser shall each notify all utility providers servicing the Property that as of the Closing Date, all bills for such services shall be sent to Purchaser and that Seller shall have no further liability therefor. Seller shall be responsible for the payment of all such utility costs for the period of time prior to the Closing Date and shall be entitled to obtain the refund of any utility deposits or escrows established or maintained by Seller prior to Closing.

(c) The parties shall adjust amounts received by Seller for prepaid items, including without limitation, token keys, gift certificates, ice time, birthday party deposits, lessons, punch cards and buckets of range balls for redemption by customers of the Facility subsequent to the Closing Date.

5. **CLOSING COSTS.** At Closing, Purchaser shall pay for any title insurance or survey that it may desire, Title Commitment costs pursuant to Section 8, if applicable, legal fees and expenses of Purchaser's counsel, all recording fees for recording the Assignment and any realty or personal property sales tax, transfer fee or stamp tax that may be assessed on the transaction. All other expenses incurred by Seller or Purchaser with respect to the consummation of the transaction contemplated by this Contract, are to be borne and paid exclusively by the party incurring same.

6. **DISCLAIMER OF WARRANTIES; "AS-IS" CONVEYANCE.**

(a) PURCHASER WARRANTS AND ACKNOWLEDGES TO AND AGREES WITH SELLER THAT PURCHASER IS ACCEPTING THE ASSIGNMENT OF THE LEASE

AND THE DEMISED PREMISES IN AN "AS-IS" CONDITION WITH ALL FAULTS AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE OR ON BEHALF OF THE SELLER. Purchaser acknowledges that Purchaser has not relied, and is not relying, upon any information, document, sales brochure, due diligence/property information package or other literature, maps or sketches, projection, pro forma, statement representation, guarantee or warranty (whether express or implied, or oral or written, material or immaterial) that may have been given by or made by or on behalf of or omitted by the Seller with respect to (i) the quality, nature, adequacy or physical condition of the Demised Premises including, but not limited to, the structural elements, foundation, roof, appurtenances, access, landscaping, parking facilities or the electrical, mechanical, HVAC, refrigeration systems, plumbing, sewage or utility systems, facilities or appliances or underground tanks at the Demised Premises, if any; (ii) the quality, nature, adequacy or physical condition of soils, surface waters, wells or ground water at the Demised Premises; (iii) the existence, quality, nature, adequacy or physical condition of any utilities serving the Demised Premises; (iv) the development potential of the Demised Premises, its habitability, merchantability or fitness, suitability or adequacy of the Demised Premises for any particular purpose; (v) the zoning or other legal status of the Demised Premises, including but not limited to, condemnation or threat of condemnation; (vi) the Demised Premises or its operation's compliance with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions or restrictions of any governmental or quasi governmental entity; (vii) the Demised Premises or its operation's compliance with any applicable labor laws or building codes concerning labor and materials used or incorporated into the Demised Premises or any other labor or materials relating in any way to the Demised Premises; or (viii) the condition of title to the Demised Premises or the nature, status and extent of any right of way, lease, right or redemption, possession, lien, encumbrance, license, reservation, covenant, condition, restriction or any other matter affecting title to the Demised Premises. Purchaser shall accept title subject to

all notices of violations of law of governmental ordinances, orders or requirements issue on or prior to the Closing Date.

(b) PURCHASER ACKNOWLEDGES TO, AND AGREES WITH, SELLER THAT WITH RESPECT TO THE LEASE OR DEMISED PREMISES, SELLER HAS NOT AND DOES NOT AND WILL NOT MAKE ANY WARRANTIES OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO ANY WARRANTY OF CONDITION, MERCHANTABILITY, HABITABILITY OR FITNESS OF OR A PARTICULAR USE OR WITH RESPECT TO THE VALUE PROFITABILITY OR MARKETABILITY OF THE DEMISED PREMISES OR WITH RESPECT TO COMPLIANCE OF THE DEMISED PREMISES WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAW RULES, REGULATIONS, ORDERS OF REQUIREMENTS INCLUDING BUT NOT LIMITED TO THOSE PERTAINING TO THE HANDLING, GENERATING, TREATING, STORING OR DISPOSING OF ANY HAZARDOUS WASTE OR SUBSTANCE.

(c) Purchaser acknowledges that it is Purchaser's responsibility to make such legal, factual and other inquiries and investigations as Purchaser deems necessary, desirable or appropriate with respect to the Demised Premises. Such inquiries and investigations may include, but shall not be limited to, any leases and contracts, pertaining to the Demised Premises (including, without limitation, the Lease), the physical components of all portions of the Demised Premises, the condition of the Demised Premises, the existence of any wood destroying organisms on the Demised Premises, such state of facts as an accurate survey and inspection would show, the present and future zoning ordinances, resolutions and regulations of the municipality, county and state where the Demised Premises is located and the value and marketability of the Demised Premises.

(d) Without in any way limiting the generality of the preceding subparagraphs (a) through (c), Purchaser specifically acknowledges and agrees that Purchaser hereby waives, releases and forever discharges any claim it has, might have in the future had or may have against the Seller and/or Seller's agents with respect to the condition of the Property, either patent or latent, Purchaser's ability or inability to obtain or maintain building permits, either temporary or final certificates of occupancy or other licenses for the use or operation of the Property, and/or certificates of compliance for the Property, the actual or potential income or profits to be derived from the Property, the real estate taxes or assessments now or hereafter payable thereon, the compliance with any environmental protection, pollution or land use laws, rules, regulations or requirements and any other state of facts which exist with respect to the Property.

(e) Purchaser does hereby release, and forever discharge Seller, its employees, representatives, agents, sub-agents, successors and assigns from any and all claims for damages and other causes of action at law or equity for injury, destruction, loss or damage of any kind or character, to the person or property of Purchaser and Purchaser's employees, agents and representatives arising out of or in any way relating to any of the foregoing matters referred to in this Section 6.

(f) Seller shall not be obligated to pay any sums or perform any work to any portion of the Property including, but not limited to any work which may now or hereafter be required to cause the Property to be in compliance with the requirements of the Americans with Disabilities Act or any other laws.

(g) The provisions of this Section 6 shall survive Closing or any termination of this Contract.

7. **INSPECTION.** If Purchaser desires to inspect, examine or survey the Demised Premises after the date hereof, Purchaser may do so until Closing, subject to the provisions of the Lease and at Purchaser's risk. Inspection will be at Seller's discretion and must be scheduled in advance

with Seller. It is specifically understood that Purchaser will not have access at any time to said Demised Premises except at the convenience of the Seller and in the company of a representative of Seller. Purchaser agrees to indemnify, defend and hold Seller harmless from any against any loss, cost, claim, damage or expense, including reasonable attorneys' fees, court costs and disbursements incurred, directly or indirectly, by Seller or to the Demised Premises as a result of Purchaser's inspection, examination or survey of the Property, either prior to, on, or after the date hereof. The provisions of this Section 7 shall survive Closing or any termination of this Contract.

8. **TITLE.** (a) The Lease is being assigned by Seller and shall be accepted by Purchaser subject to all facts, matters, circumstances and conditions to which the Lease and/or the balance of the Property are subject as of the Closing Date, including, without limitation, (i) encroachments and all other matters that would be disclosed by a current and accurate survey of the Demised Premises; (ii) all laws, rules and ordinances of any Federal, state or local agency, bureau, department or commission having jurisdiction affecting the Demised Premises; (iii) violations of laws, ordinances or requirements of any Federal state or local agency; (iv) liens for taxes and assessments not yet due and payable and assessments payable in installments; (v) easements for public utilities affecting the Demised Premises; (vi) all easements, covenants, restrictions and rights-of-way affecting the Demised Premises; (vii) any applicable zoning ordinances, other land use laws and regulations, together with taxes for the current year; (viii) the matters and exceptions to title as shown on the title commitment ("Commitment") issued by the Title Company ("Title Company") shown on Exhibit "E"; (ix) any new matter or exception that first comes into existence after the date of the Commitment, except that Seller agrees that Seller will not hereafter voluntarily encumber its leasehold estate without Purchaser's consent, which consent shall not be unreasonably withheld; (x) leases, licenses, concessions and other rights of subtenants or other persons in possession; (xi) the lien of any unpaid franchise or corporation tax or estate tax with respect to any corporation or individual in the chain of title; and

(xii) any matters which are waived by Purchaser. The foregoing matters referred to or described in parts (i) through (xiii) are herein referred to as the "Permitted Exceptions". If Purchaser elects to purchase title insurance from a title company other than the Title Company or elects not to purchase title insurance, Purchaser shall reimburse Seller at Closing for the cost of the Title Commitment prepared by the Title Company, including, without limitation, any title commitment fees, search charges, copy charges, and cancellation fees. If Purchaser uses another title commitment and/or another title insurer, Purchaser shall deliver a copy of such other title commitment to Seller no later than two (2) days from the date of this Contract, such date being TIME OF THE ESSENCE. If such other title commitment is not delivered by such date, Purchaser shall be required to use the Title Commitment to obtain any desired title insurance from the Title Company. Should Purchaser elect to use a title company other than the Title Company or not purchase title insurance, Purchaser shall reimburse Seller at Closing for the cost of the Title Commitment prepared by the Title Company including, without limitation any title commitment charges, search fees, copy fees, and/or cancellation charges.

9. **ASSESSMENTS.** If as of the date hereof, the Demised Premises or any part thereof, shall be or shall have been affected by an assessment or assessments for improvements, then Purchaser shall be responsible for payment of any such assessments against the Demised Premises and such assessments shall be paid by Purchaser as they become due. The provisions of this Paragraph 9 shall be without prejudice to Purchaser's right to protest or contest any such assessment, and shall survive Closing.

10. **CONDITIONS PRECEDENT TO PURCHASER'S AND SELLER'S OBLIGATIONS TO CLOSE.** (a) Purchaser's obligation to consummate the Closing hereunder is conditioned upon satisfaction of the following conditions at or prior to Closing:

- (i) Seller shall have delivered the documents required pursuant to Section 3 above; and

(ii) the Approval Order shall have been entered by the Bankruptcy Court.

(b) Seller's obligation to consummate the Closing hereunder is conditioned upon satisfaction of the following conditions at or prior to Closing:

(i) Purchaser shall have had made the deliveries required pursuant to Section 2 hereof;

(ii) The Approval Order shall have been entered by the Bankruptcy Court;

(iii) Purchaser shall not have failed to perform or comply in any material respect with any of its agreements, conditions or obligations in the manner and by the dates set forth herein and all of Purchaser's representations and warranties shall have been true and correct in all material respects as of the date made; and

(iv) The Escrow Agent shall have delivered the Deposit to Seller.

(c) In the event that any of the above conditions are not satisfied at or prior to Closing, the party to this Contract whose obligations are conditioned upon the satisfaction of such conditions may terminate this Contract by notice delivered to the other party at or prior to Closing, provided however, if the failure to satisfy such condition is due to the default of the party required to satisfy same, the other party may pursue its remedies under Section 11 hereof. If this Contract is so terminated by either party pursuant to a right expressly given to it hereunder (and not by the default of the other party) then this Contract shall be deemed and be canceled, the Deposit shall be promptly returned to Purchaser and the parties shall have no further obligations under this Contract except for those which are expressly stated to survive the termination thereof.

11. **DEFAULT.** (a) Seller shall be in default hereunder if following notice to Seller, Seller shall fail to comply with or perform in the manner required in this Contract in any material

respect any covenant, agreement or obligation on its part to be complied with or performed and such failure shall continue unremedied for ten (10) days. Except as hereinafter specifically provided to the contrary, if Seller shall be in default hereunder, Purchaser (in lieu of prosecuting an action for damages or proceeding with any other legal course of conduct, the right to bring such actions or proceedings being expressly and voluntarily waived by Purchaser, to the extent legally permissible, following and upon advice of its counsel) shall have the right (i) to seek to obtain specific performance of Seller's obligations hereunder, provided that any action for specific performance shall be commenced within ten (10) days after such default, or (ii) to promptly receive a return of the Deposit. If Purchaser fails to commence an action for specific performance within ten (10) days after such default, Purchaser's sole remedy shall be to receive a return of the Deposit. Upon such return and delivery, this Contract shall terminate and neither party hereto shall have any further obligations under this Contract other than those which are expressly stated to survive the termination thereof.

(b) Purchaser shall be in default hereunder if Purchaser shall fail to comply with or perform within the time limits and in the manner required in this Contract (or in any other contract or agreement between Purchaser and Seller or any affiliate of Seller) in any material respect any covenant, agreement or obligation on its part to be complied with or performed and any conditions to the performance by Purchaser of its obligations hereunder have been satisfied. In the event of a default by Purchaser hereunder, Seller may terminate this Contract by notice to Purchaser at or prior to the Closing, in which event Seller shall be entitled to receive the Deposit as liquidated damages in full satisfaction of any claims against Purchaser hereunder; provided, however, that the foregoing shall not limit any claims that Seller may have against Purchaser based on Purchaser's failure to comply with any post-Closing obligation or any instrument delivered at Closing.

(c) As an inducement to Seller to enter into this Contract, Purchaser agrees that notwithstanding anything to the contrary expressly or by implication provided in this Contract,

(i) TIME SHALL BE OF THE ESSENCE with respect to the performance by Purchaser of its obligations under this Contract by the dates and within the time periods set forth in this Contract, (ii) the failure of Purchaser to perform its obligations under this Contract by the dates and within the time periods set forth in this Contract shall be a material default under this Contract, and (iii) Purchaser shall not be entitled to any adjournment(s) of the times or dates by which Purchaser is required to perform its obligations under this Contract; except that Purchaser may request one or more adjournments of the Closing Date, provided that the aggregate period of time the Closing may be adjourned by reason thereof shall not exceed two (2) business days.

12. **BUILDING AND ZONING LAWS.** Seller makes no representation about the zoning of the Demised Premises or its legal uses. Seller makes no representation about whether the Demised Premises has a certificate of occupancy. In some jurisdictions a certificate of occupancy or other certificates (e.g., lead paint certification , smoke detector affidavit, etc.) may also be required upon the assignment of the Lease. If any such certificates or certifications are required to be obtained in order for the Lease to be assigned to Purchaser by Seller, Purchaser shall obtain such certificates or certifications prior to Closing at Purchaser's sole cost and expense. If any violations at the Demised Premises should be required to be corrected by the municipality or other work performed at the Demised Premises in order to obtain a certificate or certification permitting the assignment of the Lease, Purchaser shall correct and/or perform same at Purchaser's sole cost and expense. Purchaser shall indemnify, defend and hold Seller harmless from and against all fines, penalties, costs, expense, claims and liabilities arising out of or relating to Purchaser's failure to timely obtain any such certificate or certification if one is required, and this indemnity shall survive the Closing.

13. **CASUALTY AND CONDEMNATION.** (a) The risk of loss to the Property from fire or other casualty shall belong to Purchaser. Subject to the rights of Seller as tenant under the Lease, in the event of such loss or damage, Seller shall assign to Purchaser all proceeds due to Seller under any insurance policies carried by Seller as may be limited by the Lease, and shall

give Purchaser a credit, at Closing, in the amount of the deductible under any such policy. Nothing herein contained shall obligate Seller to maintain insurance coverage.

(b) If all or any portion of the Demised Premises is taken by condemnation or eminent domain prior to Closing, and the Landlord exercises its right to terminate the Lease, this Contract shall terminate and neither party shall have any further obligation to the other. If the Landlord does not terminate the Lease and a material portion of the Demised Premises is taken, Purchaser or Seller shall have the right to terminate this Contract by notice to the other given within five (5) days after notice of the condemnation or taking. As used herein, the term "material portion" shall mean a portion of the Demised Premises such that Purchaser would be unable to continue the use of the Demised Premises as it is presently utilized. If neither party elects to terminate as aforesaid, the Closing shall occur without abatement of the Purchase Price and Purchaser shall be entitled to receive any award payable to the tenant by the condemning authority under the terms of the Lease.

14. **BROKERAGE**. Purchaser represents to Seller that it has not dealt with any broker or finder in connection with this Contract or the transactions contemplated hereby other than _____ ("Purchaser's Broker"). Purchaser acknowledges that Seller has retained Keen Realty Consultants Inc. ("Seller's Broker") as its broker and Seller shall pay the commissions due Seller's Broker. Purchaser acknowledges that if Purchaser uses a Purchaser's Broker, Purchaser shall pay all the commissions, fees and charges charged by the Purchaser's Broker. Purchaser shall indemnify Seller and hold Seller harmless from any claim, loss, liability, damage, cost or expense (including, without limitation, reasonable attorneys' fees, disbursements and court costs) paid or incurred by Seller by reason of any claim to any broker's commission (other than Seller's Broker, finder's or other fee in connection with this Contract or the transaction contemplated hereby. The parties' obligations under this Section 14 shall survive the termination of this Contract.

15. **OVERBID PROCEDURES.** Seller and Purchaser acknowledge that under the Bankruptcy Code the sale of the Lease is subject to Bankruptcy Court Approval. Seller and Purchaser acknowledge that to obtain such approval the Seller must demonstrate that it has taken reasonable steps to obtain the highest and best price possible for the Lease, including, but not limited to, giving notice of the transaction contemplated by this Contract to creditors and other interested parties as ordered by the Bankruptcy Court, providing information about the Lease to responsible bidders, entertaining higher and better offers from responsible bidders and, if necessary, conducting an auction.

16. **INVENTORY.** In addition to the Purchase Price, in consideration for the Inventory included in this sale, Purchaser shall pay Seller at Closing an amount (the "Inventory Price") equal to one-half (1/2) of the cost to Seller of such Inventory. Seller shall provide Purchaser with a schedule of the Inventory prior to Closing, including on such schedule the cost to Seller of the Inventory. Notwithstanding anything to the contrary contained in this Contract, Seller shall have the right to withdraw from the Property being sold by Seller pursuant to this Contract, all or such portion of the Inventory as Seller may determine in its sole discretion prior to Closing. In that event, Purchaser shall not be required to pay to Seller any amount for such Inventory as is not included in this sale.

17. **MANNER OF PAYMENT.** All checks to be delivered by or on behalf of Purchaser to Seller at Closing shall be drawn on a Federally or State chartered bank or savings and loan association, and shall be unendorsed, good certified checks of the Purchaser, or bank or teller's checks without restrictions, payable to the direct order of Seller or such person(s) or entity(s) as Seller may direct; provided, however, that upon at least two (2) days prior notice from Seller, Purchaser shall pay such balance at Closing by wire transfer of funds pursuant to instructions given by Seller. Notwithstanding the foregoing, the net amount of Closing Adjustments, if due to Seller, up to \$1,000, may be paid by Purchaser's ordinary check, subject to collection.

18. **NOTICES.** All notices under this Contract shall be deemed delivered when personally delivered or mailed postage prepaid, certified or registered mail, return receipt requested, or when delivered by a nationally recognized overnight counter service to the addresses set forth next to the signature of each party below. A copy of all notices given hereunder shall also be delivered to Escrow Agent and to Golenbock, Eiseman, Assor & Bell, 437 Madison Avenue, New York, New York 10022 Attention: Jonathan Flaxer, Esq. and Janice Grubin, Esq.

19. **WAIVER.** No failure or delay on the part of Seller in exercising any right of Seller, and no action on the part of Seller or any course of dealing or partial performance shall be deemed a waiver of an right of Seller set forth herein or a modification of any terms set forth herein.

20. **ENTIRE AGREEMENT ;AMENDMENT.** This written Contract and the Addenda and Exhibits attached hereto constitute the entire and complete agreement between the parties hereto and supersede any prior oral or written agreements between the parties with respect to the Property. In the event of any conflict between any such Addendum or Exhibit and any of the provisions of this Contract, the provisions of such Addendum or Exhibit shall be deemed to control. This Contract may not be amended, altered, modified or discharged, nor may any provision of this Contract be waived, except by an instrument in writing signed by Purchaser and an appropriate officer of Seller (and by Escrow Agent to the extent such modification, amendment or waiver would alter the duties or obligations of Escrow Agent hereunder).

21. **HEADINGS.** The paragraphs or section headings herein are for convenience of reference only and shall not be deemed to vary the content of this Contract or the covenants, agreements, representations and warranties herein set forth or limit the provisions or scope thereof.

22. **SEVERABILITY.** The invalidity of any provision of this Contract shall not affect the validity or enforceability of any other provision set forth herein.

23. **ASSIGNMENT.** Purchaser may not assign this Contract or Purchaser's rights hereunder without the prior written consent of Seller, which consent may be given or withheld in Seller's sole discretion.
24. **COUNTERPART EXECUTION.** This Contract may be executed in several counterparts each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument. A fully executed facsimile copy of this Contract shall be treated as an original.
25. **BINDING EFFECT.** This Contract shall be binding upon and inure to the benefit of the parties hereto, and their respective successors, personal representatives, legal representatives, heirs and permitted assigns.
26. **GOVERNING LAW.** This Contract and the rights and obligations hereunder and the provisions hereof shall be governed by and construed in accordance with the federal law of the United States of America and in the absence of controlling federal law, in accordance with the laws of the state wherein the Property is located. All disputes arising out of or related to this Contract, including, without limitation, any dispute relating to the interpretation, meaning or effect of any provision hereof, will be resolved in the Bankruptcy Court and the parties hereto each submit to the exclusive jurisdiction of the Bankruptcy Court for the purposes of adjudicating any such dispute, to the extent the jurisdiction of the Bankruptcy Court is available.
27. **ESCROW AGENT** (a) The Deposit shall be held by Escrow Agent, in trust, on the terms hereinafter set forth. Escrow Agent shall deposit all the monies in a non-interest bearing trust account in a bank located in the state where the Demised Premises is located or where the Escrow Agent is located, at the discretion of the Escrow Agent, provided, however, that in the event the Deposit has not been released or applied towards the Purchase Price as of the Closing Date, pursuant to this Contract, the Deposit shall be moved to an interest bearing account, with the interest to be paid to the party ultimately entitled to the Deposit.

(b) If any check delivered by Purchaser is not paid, Escrow Agent shall immediately deliver any monies held to Seller and the escrow shall terminate. At Closing, Escrow Agent shall deliver the escrowed monies to Seller and the escrow shall terminate. Escrow Agent shall make disbursements as instructed by written instructions signed by both Seller and Purchaser directing Escrow Agent to disburse funds. Purchaser and Seller may deliver joint instructions to Escrow Agent or may deliver separate instructions directing identical actions by the Escrow Agent. Seller or Purchaser may give Escrow Agent instructions, as to the disbursement of funds (with a copy of such notice given simultaneously to the other party), in which event, Escrow Agent shall have the right to disburse the Deposit in accordance with the instructions received by it, provided that, within three (3) days thereafter, Escrow Agent shall not have received a notice from the party that had not given such instructions, disputing Escrow Agent's proposed disbursement of funds. In the event that, within such 3-day period, Escrow Agent shall receive a notice disputing the disbursement of the deposit in accordance with the original instructions received by Escrow Agent, Escrow Agent shall not follow any disbursement instructions except in accordance with subsequent joint instructions from Seller or Purchaser or separate instructions from Seller and Purchaser directing identical actions by Escrow Agent, but shall proceed under this Section 27 as if no such instructions had been given.

(c) The funds received by Escrow Agent in accordance with these escrow provisions are sometimes referred to as the "Escrowed Property." The Escrow Agent shall not be under any duty to give the Escrowed Property any greater degree of care than it gives its own similar property and shall not be required to invest any funds. Notwithstanding anything in these escrow provisions to the contrary, in the event Escrow Agent receives written notice of a dispute concerning the disbursement or distribution of any Escrowed Property prior to its disbursement or distribution, Escrow Agent may elect to (1) make such disbursement or distribution as Escrow Agent believes in good faith complies with the terms of these escrow provisions; or (2) continue to hold the Escrowed Property and disburse or distribute it when Escrow Agent either receives a

written notice signed by the parties directing disposition of the Escrowed Property or a final, nonappealable judgment or order of a court of competent jurisdiction; or (3) interplead the other parties to these escrow provisions and take such other actions as may comply with law, including, without limitation, delivery of the Escrowed Property into court or as directed by a court.

(d) Except with respect to claims based upon willful misconduct that are successfully asserted against the Escrow Agent, the parties hereto shall jointly defend (by attorneys selected by the Escrow Agent, indemnify and hold harmless the Escrow Agent (and any successor) and its partners, members, employees and agents from and against any and all losses, liabilities, claims, actions, judgments, damages and expenses arising out of or in connection with its acceptance of, or the performance of its duties and obligations under, these escrow provisions as well as the reasonable costs and expenses of defending against any claim or liability arising out of or relating to these escrow provisions. This indemnity includes, without limitation, disbursements and reasonable attorneys' fees either paid to attorneys or representing the fair value of legal services rendered by the Escrow Agent to itself solely in connection with such dispute or litigation.

(e) The Escrow Agent shall not be liable for any error of judgment, or any action taken by it or omitted to be taken by it hereunder, except in the case of its willful misconduct, nor shall it be liable for the default or misconduct of any employee, agent or attorney appointed by it who shall have been selected with reasonable care. The Escrow Agent shall be entitled to consult with counsel of its choosing (which may include its own members and employees) and shall not be liable for any action taken, suffered or omitted by it in good faith and in accordance with the advice of such counsel.

(f) The parties acknowledge that Escrow Agent is merely a stakeholder and has no interest in the Escrowed Property. Upon delivery of the Escrowed Property into court or as a

court shall direct, Escrow Agent shall be fully released from all liability and obligations with respect to the Escrowed Property.

(g) Escrow Agent shall be entitled to represent a party in any lawsuit. The parties acknowledge that the Escrow Agent may have acted and may continue to act as attorney for one of the parties, and nothing in these escrow provisions shall be construed to prohibit the Escrow Agent from continuing to so act in the future. This includes acting in any suit, action, or proceeding brought by a party to recover any Escrowed Property or any other matter affecting either party. To the extent there is any conflict of interests between the parties or between Escrow Agent and one party and/or the other, the conflict is waived.

(h) The Escrow Agent shall be entitled to rely upon any order, judgment, certification, demand, notice, instrument or other writing delivered to it hereunder without being required to determine the authenticity or the correctness of any fact stated therein or the propriety or validity thereof (including, without limitation, the validity of any service). The Escrow Agent may act in reliance upon any instrument or signature believed by it in good faith to be genuine (including, without limitation, a photocopy or facsimile thereof) and may assume, if in good faith, that any person purporting to give notice or receipt or advice or make any statement or execute any document in connection with the provisions hereof has been duly authorized to do so.

(i) (1) Escrow Agent, and any successor escrowee, may resign on seven days written notice to the other parties. Within the seven day period, the other parties shall designate a successor escrowee and notify Escrow Agent of the designated successor. If they fail to do so by the end of the seven day period, Escrow Agent may designate a nationally recognized title insurance company as the successor escrowee, or Escrow Agent may deposit the Escrowed Property with the court or as a court may direct, or Escrow Agent may continue to hold the Escrowed Property as custodian in accordance with part (ii) below. The parties agree that they will be jointly and severally liable to pay any fees charged by any title insurance company to act

as successor escrowee, and between themselves, the parties agree to each pay one-half the fees of any such successor escrowee. If Escrow Agent designates a title insurance company as successor escrowee, the parties shall agree to any standard escrow provisions the title insurance company customarily requires, and if there is any conflict between the escrow provisions in these escrow provisions and the additional provisions required by the title company, the additional provisions shall prevail. If a successor escrowee is designated in accordance with this subsection to Escrow Agent's satisfaction, Escrow Agent shall deliver the Escrowed Property to the successor escrowee. Notwithstanding anything in these escrow provisions to the contrary, on notice to the parties, Escrow Agent may take any other steps as Escrow Agent, in its sole discretion, may elect to terminate its duties as Escrow Agent pursuant to these escrow provisions.

(2) From the effective date of Escrow Agent's resignation through the date of delivery of the Escrowed Property to a successor escrowee or to the court or at the court's direction: (i) Escrow Agent shall retain the Escrowed Property as custodian unless otherwise jointly directed in writing by the parties; and (ii) all of the terms of the Escrow Agreement, other than Escrow Agent's obligation to deliver the Escrowed Property shall continue to apply.

(j) The parties acknowledge that the Escrow Agent is acting solely as a stakeholder at their request, for their convenience, and as an accommodation. The Escrow Agent shall not be deemed to be the agent of either of the parties for the purposes of the escrow, and Escrow Agent shall not be liable to either of the parties for any act or omission, error of judgment, or mistake on its part unless grossly negligent or taken in bad faith and in willful disregard of these escrow provisions. In the absence of manifest error, Escrow Agent's disposition of the Escrowed Property shall be presumed in compliance with these escrow provisions.

(k) Escrow Agent shall not be bound or in any way affected by any modification or cancellation of the escrow provisions of this Agreement unless the modification shall be satisfactory to Escrow Agent and approved by Escrow Agent in writing. Except as otherwise

provided herein, the escrow provisions may be canceled, modified or amended only by a written instrument executed by the parties and Escrow Agent. The duties and obligations of the Escrow Agent shall be determined solely by the express provisions of these escrow provisions and the Escrow Agent shall not be liable except for the performance of such duties and obligations as are specifically set forth in these escrow provisions. No implied duties or obligations shall be read into this Agreement against the Escrow Agent. These escrow provisions are binding on the parties and the Escrow Agent, and their respective heirs, successors, administrators and assigns. The Escrow Agent shall not be in any way affected by any fact or circumstance affecting or alleged to affect rights or liabilities hereunder unless notice of the same is delivered to the Escrow Agent in writing signed by the proper parties to the Escrow Agent's satisfaction.

(l) Escrow Agent has executed this Contract solely in order to confirm that the Escrow Agent is holding the Deposit and will hold the Deposit in escrow pursuant to the provisions hereof.

(m) If Escrow Agent is a title company, the parties agree to execute any additional escrow provisions customarily required by the title company.

28. **NO RECORDATION.** In no event shall Purchaser record this Contract or any Memorandum hereof and any such recordation or attempted recordation shall constitute a breach of this contract by Purchaser.

29. **POSSESSION.** Possession will be delivered to Purchaser upon the execution of the Assignment at Closing, subject, however, to the provisions of this Contract.

30. **SURVIVAL.** (a) Except as otherwise expressly provided in this Contract, no representations, warranties, covenants or other obligations of Seller set forth in this Contract shall survive Closing or termination of this Contract, and no action based thereon shall be commenced after Closing or termination of this Contract.

(b) The delivery of the Assignment by Seller, and the acceptance thereof by Purchaser, shall be deemed the full performance and discharge of every obligation on the part of Seller to be performed hereunder, except those obligations of Seller which are expressly stated in this Contract to survive the Closing.

[The balance of this page has intentionally been left blank.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Contract, as of the day and year first above written.

ADDRESS:

SELLER:

By: _____
Name: _____
Title: _____

PURCHASER:

Name:

Tax Identification No. _____

ADDRESS:

Telephone No. _____
Fax No. _____
Tax I.D. No. _____

If a Corporation:

_____ a _____ corporation

By: _____
Name: _____
Title: _____

ADDRESS:

Telephone No. _____
Fax No. _____
Tax I.D. No. _____

If a Partnership:

_____, a _____
partnership, by its duly authorized general partner(s)

By: _____

Name: _____

General Partner

By: _____

Name: _____

General Partner

PURCHASER - COMPLETE THIS INFORMATION

NAME OF PURCHASER'S ATTORNEY: _____

ADDRESS: _____

TELEPHONE NO.: _____

FAX NO.: _____

Escrow Agent

By: _____

Name: _____

Title: _____

Tel. No. _____

Fax No. _____

Exhibit A

Lease

Exhibit B

Assignment
and Assumption of Lease

_____ ("Assignor"), for and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, paid to Assignor by _____ ("Assignee"), does hereby transfer, assign, set over and quitclaim, without recourse and without representation or warranty of any kind or nature whatsoever, express or implied, all right, title and interest of Assignor in and to that certain lease attached hereto and hereby made a part hereof (the "Lease").

Assignee hereby accepts and assumes the Lease, and agrees to perform and keep all covenants, agreements and obligations of tenant thereunder, arising therefrom and under related state statutes, and to indemnify and hold harmless Assignor from and against any and all claims, demands, causes of actions, judgments, liabilities, costs and expenses which may be asserted or recovered against Assignor arising out of or relating or pertaining to the Lease (including, without limitation, attorneys' fees and costs incident thereto).

IN WITNESS WHEREOF, the Assignor and Assignee have caused this instrument to be executed this ____ day of _____, 2001.

ASSIGNOR:

[_____]

By: _____

Name:

Title:

Attest:

ASSIGNEE:

[_____]

Name:

Title:

By: _____

Name:

Title

Exhibit C

Assignment of Licenses, Permits and Contracts
and Assumption Agreement

THIS AGREEMENT is made by and between _____ ("Assignor") to
_____ ("Assignee").

WITNESSETH:

WHEREAS, Assignee has acquired all of Assignor's right, title, interest and estate in and to the certain project located in _____, commonly known as _____ (the "Project"), which is more particularly described on Exhibit "F-1" attached hereto and by this reference made a part hereof;

NOW, THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby transfer, assign, set over and quitclaim, without recourse and without representation or warranty of any kind or nature whatsoever, express or implied, to Assignee, all of Assignor's right, title and interest in and to the following described rights, interests and property:

1. All of Assignor's right, title and interest, if any, in and to the nonexclusive business and trade name " _____ " under which the Project has been managed and operated

2. All of Assignor's right, title and interest, if any, in and to any assignable licenses, permits, contract and agreements relating to the operation of the Project including, but not limited to, those licenses, permits, contracts and agreements identified on Exhibit "F-2" attached hereto and by this reference made a part hereof (the "Assigned Obligations"). To the extent that any such licenses, permits, contracts or agreements require approval of a governmental entity or other third party, and without limiting the other terms and conditions of this Assignment, Assignor makes no representation or warrant as to whether such licenses, permits, contracts and agreements are assignable.

Assignee hereby assumes the Assigned Obligations and agrees to perform and keep all terms, conditions, covenants, agreements, liabilities and obligations to be performed thereunder, and to indemnify and hold harmless Assignor from and against any and all claims, demands, causes of actions, judgments, liabilities, costs and expenses which may be asserted or recovered against Assignor arising out of or relating to the Assigned Obligations (including, without limitation, attorneys' fees and cost incident thereto).

IN WITNESS WHEREOF, the Assignor and Assignee have caused this instrument to be executed this ____ day of _____, 2001.

ASSIGNOR:

[_____]

By: _____

Name:

Title:

Attest:

ASSIGNEE:

[_____]

Name:

Title:

By: _____

Name:

Title:

EXHIBIT D
Excluded Personal Property

1. Cash and cash equivalents.
2. Accounts receivable owned by Seller for the sale of services completed prior to Closing.
3. All inventory held for resale if and to the extent withdrawn by Seller pursuant to Section 16 of this Contract.
4. All leased equipment, machinery and personalty.
5. All intellectual property.
6. All funds, accounts, instruments, documents, general intangibles (including trademarks, trade names, and symbols used in connection therewith) arising from or by virtue of any transactions related to the Property that occurred or arose before the Closing.
7. Monetary deposits, that Seller has been required to give to any public or private utility with respect to utility services furnished to the Property.
8. All lettering on signs located on the Property that refer to "Family Golf Centers" "SkateNation", "Sports Plus" or otherwise refer to intellectual property of the Seller which shall be removed by Purchaser at Purchaser's cost within thirty (30) days of Closing. If Purchaser has not removed such lettering within thirty (30) days after Closing, Seller may, but shall not be required to, cause such lettering to be removed at Purchaser's cost and expense, which Purchaser shall promptly pay to Seller upon Purchaser's receipt of a statement therefor. If Purchaser does not pay such statement within ten (10) days after the date such statement is sent to Purchaser, the amount set forth on such statement shall bear interest at the rate of twelve percent (12%) per annum from the date of such statement until paid in full. This obligation shall survive the Closing.
9. Nortel (Baynetworks) Router, Model ARN
10. Rewards Club ERNEX, terminal, printer, scanner and COM switch
11. Liquor license [if applicable]
12. Beer/liquor/wine. [if applicable]
13. Equipment shared with other entertainment facilities. [if applicable]

EXHIBIT E
Title Commitment

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EXHIBITS

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EXHIBIT D

LEASE TERMINATION AGREEMENT

THIS LEASE TERMINATION AGREEMENT (the "Agreement") is made as of this ____ day _____, _____, by and between _____, a _____ ("Landlord") and _____, as debtor and debtor-in-possession ("Debtor").

W I T N E S S E T H

WHEREAS, Landlord, as landlord, and Debtor, as tenant, or their predecessors in interest, entered in a lease dated _____; and

WHEREAS, the lease, as the same may have been amended and assigned from time to time, together with any and all other leases or agreements in force between the parties or their respective "Affiliates" (hereinafter defined) affecting or connected with the "Premises" (hereinafter defined) is referred to as the "Lease"; and

WHEREAS, the Lease covers certain premises commonly known as _____ (the "Premises") on the terms and conditions set forth therein; and

WHEREAS, on May 4, 2000, the Debtor filed a voluntary petition for relief under Chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101 et seq. (the "Bankruptcy Code"); and

WHEREAS, except as otherwise provided herein, and subject to the conditions set forth herein, the parties desire to terminate the Lease, effective as of _____ (the "Termination Date").

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, Landlord and Debtor hereby covenant and agree as follows:

1. As of the Termination Date, (a) Debtor hereby surrenders the Premises to Landlord and does hereby give, grant and surrender unto Landlord all of Debtor's right, title and interest in and to the Premises, including, without limitation, all of Debtor's right, title and interest in, to and under the Lease, and Landlord hereby accepts such surrender; and (b) Debtor transfers all of the tangible personal property, if any, owned by Debtor (excluding cash) on the Premises as of the Termination Date to Landlord "As Is", "Where Is", without warranty or representation of any sort whatsoever. Except as otherwise provided herein, each of the parties hereto acknowledge performance of all obligations of the other party under this Lease or otherwise in connection with the Premises through and including the date of this Agreement, and agree that, from and after the Termination Date, the Lease and all rights and obligations of the parties thereunder, shall be deemed to have expired and terminated as fully and completely and with the same force and effect as if such date were the termination date set forth in the Lease and

Debtor surrendered the Premises to Landlord in conformity with the Lease, and that the Lease is hereby agreed to be null and void and of no further force and effect as of that date. In addition, any and all rights and obligations of the parties which may have arisen in connection with the Premises shall be deemed to have expired and terminated as of the Termination Date.

2. Upon the Termination Date, Landlord agrees to pay to Debtor the sum of _____ dollars (\$ _____) as cash consideration via certified or bank check in addition to and in excess of any pre-petition and post-petition cure amounts.

3. As of the Termination Date, except as to the obligations of Debtor pursuant to the Agreement, Landlord hereby releases and discharges Debtor, the "Bankruptcy Estates" (hereinafter defined), Debtor's "Affiliates" and their respective successors and assigns of and from all manner of actions, causes of action, suits, debts, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, controversies, agreements, guaranties, promises, variances, trespasses, damages, judgments, claims and demands whatsoever, in law or in equity which Landlord or Landlord's "Affiliates" ever had, now have or hereafter can, shall or may have against the Debtor, Debtor's "Affiliates" or their successors or assigns or against any of the "Bankruptcy Estates" for, upon or by reason of any matter, cause or thing whatsoever relating to or arising out of the Lease, the Premises, any act, condition, or occurrence on, about, or with respect to the Premises or Debtor's possession of the Premises, including but not limited to, and any Lease rejection claims (whether under Section 502 of the Bankruptcy Code or otherwise), administrative expense claims, or claims relating to Debtor's pre or post petition use and occupancy of the Premises; except that such waiver and release shall not include third party claims that are covered by Debtor's insurance policies if, and only if, Landlord agrees to seek recovery only up to the insured amount and only from the insurer.

4. Landlord's "Affiliates" are any persons or entities that own or control Landlord whether directly or indirectly (collectively referred to as Landlord's "Parents"), and any entities that Landlord's Parents own or control, whether directly or indirectly. Landlord's "Affiliates" include, without limitation, Landlord's subsidiaries, the subsidiaries of Landlord's subsidiaries, and any entity under common control with Landlord. Debtor's "Affiliates" are any persons or entities that own or control Debtor whether directly or indirectly (collectively referred to as Debtor's "Parents"), and any entities that Debtor's Parents own or control, whether directly or indirectly. Debtor's "Affiliates" include, without limitation, Family Golf Centers, Inc., the subsidiaries of Family Golf Centers, Inc., the subsidiaries of such subsidiaries, any other entities that are owned or controlled by Family Golf Centers, Inc. whether directly or indirectly, Debtor's subsidiaries, and any entity under common control with Debtor. "Bankruptcy Estates" refer to the bankruptcy estates being jointly administered under the name "In Re: Randall's Island Family Golf Centers, Inc., et. al.", Debtors, case nos. 00 B 4065 (SMB) through 00 B 4196 (SMB), in the United States Bankruptcy Court for the Southern District of New York. Landlord acknowledges and agrees that the guaranties of any Lease obligations by any Debtor Affiliates are canceled and discharged hereunder. To the extent that a party is terminating the obligation of an Affiliate hereunder, the party

warrants and represents that it has been duly authorized to do so on behalf of the Affiliate.

5. As of the Termination Date, except as to the obligations of Landlord pursuant to the Agreement, Debtor hereby releases and discharges Landlord, Landlord's Affiliates, and their respective successors and assigns of and from all manner of actions, causes of action, suits, debts, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, controversies, agreements, promises, variances, trespasses, damages, judgments, claims and demands whatsoever, in law or in equity which Debtor or its Affiliates ever had, now has or hereafter can, shall or may have against the Landlord, its Affiliates or their successors or assigns for, upon or by reason of any matter, cause or thing whatsoever relating to or arising out of the Lease.

6. To the extent the Landlord or Landlord's Affiliates have filed or do file any proof of claims with respect to the Lease, the Premises, or any matter released hereunder, Landlord and its Affiliates consent to the expungement of such claims, with prejudice.

7. This Agreement and each of its provisions are binding upon and shall inure to the benefit of the Debtor's and Debtor's Affiliates' successors and assigns including a trustee, if any, subsequently appointed under Chapter 7 or 11 of the Bankruptcy Code.

8. This Agreement is subject to the approval of the Bankruptcy Court. Upon full execution of this Agreement, the Debtor or its Affiliate will promptly seek approval of such Agreement.

9. The parties hereto each warrant and represent that it has the right and authority to enter into this Agreement.

10. This Agreement, and any agreement and/or instruments delivered in connection herewith, contain the entire agreement between the parties hereto and except as otherwise specifically set forth herein, supersede all prior agreements and undertaking between the parties hereto or any of them or any of their Affiliates relating to the subject matter hereof.

11. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and it shall constitute sufficient proof of the Agreement to present any copy, copies or facsimiles signed by the parties to be charged.

12. This Agreement, if fully executed and delivered, may be placed of record in order to evidence the termination of the Lease.

13. Landlord warrants and represents that Landlord's execution and delivery of this Agreement to Debtor's for Debtor's review shall be deemed an irrevocable offer by Landlord supported by consideration which may not be withdrawn prior to acceptance by Debtor provided Debtor accepts the offer on or before the thirtieth (30th)

day after the auction of the Bankruptcy Estates' assets (the "Expiration Date"). Debtor may accept or reject the offer in its sole discretion. If Debtor does not execute and send a counterpart of this Agreement to Landlord on or before the Expiration Date, the offer shall be deemed rejected.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date and year first written above.

LANDLORD

DEBTOR

[Name]

[Name]

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

Witnesses as to Landlord:

Witnesses as to Tenant:

State of _____)
) ss.
County of _____)

On the ____ day of _____, in the year 2001 before me,
personally appeared _____ the
undersigned,

personally known to me or proved to me on the basis of
satisfactory evidence to be the individual whose name is
subscribed to the within instrument and acknowledged to me
that he executed the same in his capacity, and that by his
signature on the instrument, the individual, or the person
upon behalf of which the individual acted, executed the
instrument.

State of _____)
) ss.
County of _____)

On the ____ day of _____, in the year 2001 before me,
personally appeared _____ the
undersigned,

personally known to me or proved to me on the basis of
satisfactory evidence to be the individual whose name is
subscribed to the within instrument and acknowledged to me
that he executed the same in his capacity, and that by his
signature on the instrument, the individual, or the person
upon behalf of which the individual acted, executed the
instrument.

[Alter acknowledgement form as required by applicable jurisdiction]

EXHIBIT E

Mortgage Credit Bid Form

Name of Mortgage:

Location of Collateral

Amount of Principal Outstanding: \$_____

Amount of Interest Due and Owing: \$_____

Amount of Fees Due and Owing: \$_____

Total Owed = \$_____

The undersigned mortgagee hereby represents and warrants that the above amounts are true and correct in all respects.

ATTACHED HERETO ARE COPIES OF THE RECORDED MORTGAGE NOTE AND MORTGAGE, TOGETHER WITH COPIES OF SUPPORTING DOCUMENTATION NECESSARY TO DETERMINE THE ACCURACY OF THE FIGURES SET FORTH ABOVE.

AMOUNT OF CREDIT BID: \$_____

MORTGAGEE: _____

By: _____

Name:

Title:

EXHIBIT F

REAL ESTATE SALES CONTRACT

THIS REAL ESTATE SALES CONTRACT ("Contract" or "Agreement"), made this ____ day of ____, 2001, by and among _____, as debtor-in-possession ("Seller"), _____ ("Purchaser"), and the Escrow Agent specified on the last page of this Contract ("Escrow Agent").

1. **AGREEMENT TO PURCHASE.** In consideration of the mutual covenants herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller, pursuant to the terms and conditions hereinafter set forth, the land described on Exhibit "A" attached hereto (the "Land") and incorporated herein by reference on which Seller operates a "Facility" (hereinafter defined), all buildings and improvements situated thereon (the "Improvements"), machinery, equipment and fixtures owned by Seller located in or on the land and used in connection with the Facility (the "Personal Property") inventory and supplies located within the Facility (the "Inventory"); (the Land, Improvements, Facility, Personal Property and Inventory shall hereinafter be collectively referred to as the "Property") but excluding that certain property described on Exhibit "B" attached hereto (the "Excluded Property"). If Purchaser is one or more individuals, Purchaser represents that Purchaser is at least 18 years old and is legally able to enter into this Contract and be bound by it. If Purchaser is not an individual (but is a partnership, corporation or other entity), Purchaser represents that execution, delivery and performance of this contract are within Purchaser's power and have been duly authorized by all necessary and proper action. "Facility" means golf driving range, ice skating facility, family entertainment center or other facility; if any, situated on the Land.

2. **PURCHASE PRICE.** The purchase price for the Property (excluding the Inventory) is \$_____ (the "Purchase Price"), payable all cash as follows:

(a) _____, representing the initial earnest money deposit (the "Deposit") and being equal to ten percent (10%) of the Purchase Price, shall be delivered by Purchaser to Escrow Agent simultaneously with the execution of this Contract. This payment is being made by a certified or cashier's check in the amount of the Deposit made payable on its face to Escrow Agent. Escrow Agent shall deposit the Deposit in a non-interest bearing account and, except as otherwise set forth herein, shall pay the Deposit to Seller at Closing to be credited against the Purchase Price due at Closing.

(b) The balance of the Purchase Price, \$_____, shall be paid by Purchaser directly to Seller in cash or by wire transfer, certified or bank check at Closing, subject to the credits, adjustments and prorations as hereinafter provided.

(c) This Contract is not contingent upon Purchaser's ability to obtain financing, and in no event is this Contract subject to Purchaser obtaining financing from any third party.

3. **CLOSING.** (a) The Closing shall take place in the office of Escrow Agent at the location specified on the last page of this Contract, or at such other place within the state where the Property or Escrow Agent is located, as designated by the Escrow Agent, in its sole discretion, on a date specified by Seller which shall be no later than the tenth (10th) business day after entry of the order (the "Approval Order") of the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") presiding over Seller's chapter 11 cases (captioned In re Randall's Island Family Golf Centers, Inc., et al., Case Nos. 00 B 41065 through 00 B 41196 (SMB) (the "Chapter 11 Cases")) authorizing and approving the sale and conveyance of the Property pursuant to section 363(b) and (f) of title 11 of the United States Code (the "Bankruptcy Code") free and clear of all liens, claims, encumbrances, and other interests in the Property (other than Permitted Exceptions, if any).

(b) At Closing, Seller shall deliver to Purchaser :

(i) a Deed in the form attached hereto as Exhibit "C" (the "Deed") which shall convey title to the Property in accordance with Paragraph 8 hereof;

(ii) a bill of sale covering the Personal Property in the form attached hereto as Exhibit "D";

(iii) an affidavit in the form attached hereto as Exhibit "E";

(iv) an Assignment of Lessor's Interest in Leases and Assumption Agreement in the form attached hereto as Exhibit "F" executed by Purchaser and Seller, if and to the extent there are any tenants of the Property under leases in the possession of Seller. To the extent there are any other occupants or tenants of the Property, Purchaser shall take title subject to any and all rights, whether known or unknown, of such occupants or tenants;

(v) an Assignment of Licenses, Permits and Contracts and Assumption Agreement in the form attached hereto as Exhibit "G" executed by Purchaser and Seller, if and to the extent any licenses, permits, certificates, contracts and agreements concerning the Property are assignable without cost to Seller, and such assignment is permitted by applicable law; and

(vi) a certified copy of the Approval Order.

4. TAXES AND ADJUSTMENTS. (a) Ad valorem property taxes, water, sewer, vault charges and other utility charges and any other charges for municipal services, the value of fuel stored on the Property, rents, license fees, concession fees and security deposits, if any, shall be adjusted and apportioned as of 11:59 p.m. on the day before the date of Closing. If the exact amount of ad valorem taxes for the year in which the Closing occurs is not known at Closing, the

proration of the taxes for the year in which the Closing occurs will be based on the prior year's taxes and shall be conclusive, with no subsequent adjustment. In the event that any tax appeals shall be ending with respect to the Property as of the Closing Date for the current year and/or any prior years, Purchaser agrees to continue to prosecute those appeals diligently, utilizing the attorneys heretofore retained by Seller for that purpose. The parties agree that all refunds, credits, attorneys fees and disbursements from such appeals and from any newly filed tax appeals for the current year and/or any past years, will be apportioned on the basis of the periods before and after the Closing Date to which the refund or credit applies. The provisions of this Section shall survive the Closing hereunder.

(b) Purchaser shall use its best efforts to assist Seller in collecting all accounts receivable, if any, which are attributable to the period up to and including the Closing Date and which remain outstanding on the Closing Date.

(c) Seller and Purchaser shall each notify all utility providers servicing the Property that as of the Closing Date, all bills for such services shall be sent to Purchaser and that Seller shall have no further liability therefor. Seller shall be responsible for the payment of all such utility costs for the period of time prior to the Closing Date and shall be entitled to obtain the refund of any utility deposits or escrows established or maintained by Seller prior to Closing.

(d) Prepaid items, including prepaid lessons, token keys, gift certificates, ice time, birthday party deposits and the like issued, held or sold by Seller prior to Closing and to be redeemed by Customers after the Closing.

5. CLOSING COSTS. At Closing, Purchaser shall pay the premium for the owner's policy of title insurance in accordance with Paragraph 8 below, any survey desired by Purchaser, legal fees and expenses of Purchaser's counsel, all transfer, stamp or similar state, federal or local tax attributable to the transfer of the Property to Purchaser by Seller and all recording fees for recording the Deed. All other expenses incurred by Seller or Purchaser with respect to the

consummation of the transaction contemplated by this Contract, are to be borne and paid exclusively by the party incurring same. Seller shall pay the costs associated with the discharge of any mortgages placed by Seller on the Property.

6. **DISCLAIMER OF WARRANTIES: "AS-IS" CONVEYANCE.** (a) PURCHASER WARRANTS AND ACKNOWLEDGES TO AND AGREES WITH SELLER THAT PURCHASER IS PURCHASING THE PROPERTY IN AN "AS-IS" CONDITION WITH ALL FAULTS AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE OR ON BEHALF OF THE SELLER. Purchaser acknowledges that Purchaser has not relied, and is not relying, upon any information, document, sales brochure, due diligence/property information package or other literature, maps or sketches, projection, pro forma, statement representation, guarantee or warranty (whether express or implied, or oral or written, material or immaterial) that may have been given by or made by or on behalf of or omitted by the Seller with respect to (i) the quality, nature, adequacy or physical condition of the Property including, but not limited to, the structural elements, foundation, roof, appurtenances, access, landscaping, parking facilities or the electrical, mechanical, HVAC, refrigeration systems, plumbing, sewage or utility systems, facilities or appliances or underground tanks at the Property, if any; (ii) the quality, nature, adequacy or physical condition of soils, surface waters, wells or ground water at the Property; (iii) the existence, quality, nature, adequacy or physical condition of any utilities serving the Property; (iv) the development potential of the Property, its habitability, merchantability or fitness, suitability or adequacy of the Property for any particular purpose; (v) the zoning or other legal status of the Property, including but not limited to, condemnation or threat of condemnation; (vi) the Property's or its operation's compliance with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions or restrictions of any governmental or quasi governmental entity; (vii) the Property's or its operation's compliance with any applicable labor laws or building codes concerning labor and materials used

or incorporated into the Property or any other labor or materials relating in any way to the Property; or (viii) the condition of title to the Property or the nature, status and extent of any right of way, lease, right or redemption, possession, lien, encumbrance, license, reservation, covenant, condition, restriction or any other matter affecting title to the Property. Purchaser shall accept title subject to all notices of violations of law of governmental ordinances, orders or requirements issue on or prior to the Closing Date.

(b) PURCHASER ACKNOWLEDGES TO, AND AGREES WITH, SELLER THAT WITH RESPECT TO THE PROPERTY, SELLER HAS NOT AND DOES NOT AND WILL NOT MAKE ANY WARRANTIES OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO ANY WARRANTY OF CONDITION, MERCHANTABILITY, HABITABILITY OR FITNESS OF OR A PARTICULAR USE OR WITH RESPECT TO THE VALUE PROFITABILITY OR MARKETABILITY OF THE PROPERTY OR WITH RESPECT TO COMPLIANCE OR THE PROPERTY WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAW RULES, REGULATIONS, ORDERS OF REQUIREMENTS INCLUDING BUT NOT LIMITED TO THOSE PERTAINING TO THE HANDLING, GENERATING, TREATING, STORING OR DISPOSING OF ANY HAZARDOUS WASTE OR SUBSTANCE.

(c) Purchaser acknowledges that it is Purchaser's responsibility to make such legal, factual and other inquiries and investigations as Purchaser deems necessary, desirable or appropriate with respect to the Property. Such inquiries and investigations may include, but shall not be limited to, any leases and contracts, pertaining to the Property, the physical components of all portions of the Property, the condition of the Property, the existence of any wood destroying organisms on the Property, such state of facts as an accurate survey and inspection would show, the present and future zoning ordinances, resolutions and regulations of the municipality, county and state where the Property is located and the value and marketability of the Property.

(d) Without in any way limiting the generality of the preceding subparagraphs (a) through (c), Purchaser specifically acknowledges and agrees that Purchaser hereby waives, releases and forever discharges any claim it has, might have in the future had or may have against the Seller and/or Seller's agent with respect to the condition of the Property, either patent or latent, Purchaser's ability or inability to obtain or maintain building permits, either temporary or final certificates of occupancy or other licenses for the use or operation of the Property, and/or certificates of compliance for the Property, the actual or potential income or profits to be derived from the Property, the real estate taxes or assessments now or hereafter payable thereon, the compliance with any environmental protection, pollution or land use laws, rules, regulations or requirements and any other state of facts which exist with respect to the Property.

(e) Purchaser does hereby release, and forever discharge Seller, its employees, representatives, agents, sub-agents, successors and assigns from any and all claims for damages and other causes of action at law or equity for injury, destruction, loss or damage of any kind or character, to the person or property of Purchaser and Purchaser's employees, agents and representatives arising out of or in any way relating to any of the foregoing matters referred to in this Section 6.

(f) Seller shall not be obligated to pay any sums or perform any work to any portion of the Property including, but not limited to any work which may now or hereafter be required to cause the Property to be in compliance with the requirements of the Americans with Disabilities Act or any other laws.

(g) The provisions of this Section 6 shall survive Closing or any termination of this Contract.

7. **PROPERTY INSPECTION.** If Purchaser desires to inspect, examine or survey the Property after the date hereof, Purchaser may do so until Closing, at Purchaser's risk. Inspection will be at Seller's discretion and must be scheduled in advance with Seller. It is specifically

understood that Purchaser will not have access at any time to said Property except at the convenience of the Seller and in the company of a representative of Seller. Purchaser agrees to indemnify, defend and hold Seller harmless from any against any loss, cost, claim, damage or expense, including reasonable attorneys' fees, court costs and disbursements incurred, directly or indirectly, by Seller or to the Property as a result of Purchaser's inspection, examination or survey of the Property, either prior to, on, or after the date hereof. The provisions of this Section 7 shall survive Closing or any termination of this Contract.

8. **TITLE.** (a) Seller agrees to convey and Purchaser agrees to accept such title to the Property as is insurable by the title company identified on Exhibit "H" attached hereto (the "Title Company") as set forth in the title commitment attached hereto as Exhibit "H" (the "Commitment") on its standard form and at standard rates, such title to be subject to (i) all standard exclusions and printed exceptions set forth in the standard form of owner's policy of title insurance, (ii) encroachments and all other matters that would be disclosed by a current and accurate survey of the Property; (iii) all laws, rules and ordinances of any Federal, state or local agency, bureau, department or commission having jurisdiction affecting the Property and liens, fines or penalties arising therefrom; (iv) violations of laws, ordinances or requirements of any Federal state or local agency and liens, fines or penalties arising therefrom; (v) liens for taxes and assessments not yet due and payable, and the lien for any assessments which may be paid in installments; (vi) easements for public utilities affecting the Property; (vii) all easements, covenants, restrictions, agreements and rights-of-way affecting the Property and any obligations arising therefrom; (viii) any applicable zoning ordinances, other land use laws and regulations, together with taxes for the current year; (ix) the matters and exceptions to title set forth on Exhibit "H" attached hereto (x) any new matter or exception that first comes into existence after the date of the Commitment, except that Seller agrees that Seller will not hereafter voluntarily encumber the Property without Purchaser's consent, consent not to be unreasonably withheld; (xi) leases, licenses, concessions and other rights of tenants or other persons in possession; (xii)

the lien of any unpaid franchise or corporation tax or estate tax with respect to any corporation or individual in the chain of title; and (xiii) any matters which are waived by Purchaser. The foregoing matters referred to or described in parts (i) through (xiii) are herein referred to as the "Permitted Exceptions". While Purchaser may elect to use any title company it chooses, Seller has only agreed to deliver such title as the Title Company will insure in accordance with the Commitment and subject to Permitted Exceptions and other matters set forth in this Contract. Seller is not obligated to remove any Permitted Exceptions. If Purchaser uses another title commitment and/or another title insurer, Purchaser shall deliver a copy of such other title commitment to Seller no later than two (2) days from the date of this Contract, such date being TIME OF THE ESSENCE. If such other title commitment is not delivered by such date, Purchaser shall be required to use the Title Commitment and obtain its title insurance from the Title Company. Should Purchaser elect to use a title company other than the Title Company or not purchase title insurance, Purchaser shall reimburse Seller at Closing for the cost of the Title Commitment prepared by the Title Company including, without limitation any title commitment charges, search fees, copy fees, and/or cancellation charges.

(b) If Seller is unable or unwilling to convey title to the Property in accordance with the preceding subsection (a), or to arrange for the Title Company to insure over the material exceptions which are not Permitted Exceptions to an extent which is commonly and customarily acceptable to prudent purchasers and lenders, Purchaser may either waive such exceptions or give written notice to Seller and Escrow Agent, within seven days of the date of the Contract of such defect in title, whereupon Seller may, at its option, attempt to cure such defect prior to the Closing or decline to cure such defect. If Seller is unable or unwilling to cure or to obtain affirmative title coverage on or before the Closing Date any defect as to which Purchaser has notified Seller as hereinabove provided, and if Purchaser does not waive such defect, this Contract shall be terminated without liability to either party and the Deposit shall be returned to Purchaser. Notwithstanding the foregoing, Seller shall have the right, at its sole election, to

extend the Closing Date by not more than thirty (30) days to attempt to cure any defect in title objected to by Purchaser in accordance with this Paragraph 8(b). Seller shall give Purchaser five (5) days prior notice of the new Closing Date.

(c) At the sole option of Seller, Seller may use any portion of the cash balance of the Purchase Price on the Closing Date to pay or discharge any lien or encumbrances that are not Permitted Exceptions. As an alternative, Seller may deposit sufficient monies with the Title Company acceptable to and required by it to assure their discharge, but only if the Title Company will insure Purchaser's title to the Property clear of such matters or insure against their enforcement out of the Property. Upon notice (by telephone or otherwise) given not less than two (2) business days before the Closing Date, Purchaser shall provide separate certified or official bank checks requested to assist in clearing up these matters.

9. **ASSESSMENTS.** If as of the date hereof, the Property or any part thereof, shall be or shall have been affected by an assessment or assessments for improvements, then Purchaser shall be responsible for payment of any such assessments against the Property and such assessments shall be paid by Purchaser as they become due. The provisions of this Paragraph 9 shall be without prejudice to Purchaser's right to protest or contest any such assessment, and shall survive Closing.

10. **CONDITIONS PRECEDENT TO PURCHASER'S AND SELLER'S OBLIGATIONS TO CLOSE.** (a) Purchaser's obligation to consummate the Closing hereunder is conditioned upon satisfaction of the following conditions at or prior to Closing:

- (i) Seller shall have delivered the documents required pursuant to Section 3 above;
- (ii) The Title Company shall have delivered to Purchaser its commitment to issue a title policy in an amount at least equal to the Purchase Price insuring Purchaser's

title to the Property subject only to the Permitted Exceptions and any other matters waived by Purchaser; and

(iii) the Approval Order shall have been entered by the Bankruptcy Court.

(b) Seller's obligation to consummate the Closing hereunder is conditioned upon satisfaction of the following conditions at or prior to Closing:

(i) Purchaser shall have had made the deliveries required pursuant to Section 2 hereof;

(ii) Purchaser shall not have failed to perform or comply in any material respect with any of its agreements, conditions or obligations in the manner and by the dates set forth herein and all of Purchaser's representations and warranties shall have been true and correct in all material respects as of the date made;

(iii) the Approval Order shall have been entered by the Bankruptcy Court; and

(iv) The Escrow Agent shall have delivered the Deposit to Seller.

(c) In the event that any of the above conditions are not satisfied at or prior to Closing, the party to this Contract whose obligations are conditioned upon the satisfaction of such conditions may terminate this Contract by notice delivered to the other party at or prior to Closing, provided however, if the failure to satisfy such condition is due to the default of the party required to satisfy same, the other party may pursue its remedies under Section 11 hereof. If this Contract is so terminated by either party pursuant to a right expressly given to it hereunder (and not by the default of the other party) then this Contract shall be deemed and be canceled, the Deposit shall be promptly returned to Purchaser and the parties shall have no further obligations under this Contract except for those which are expressly stated to survive the termination thereof.

11. **DEFAULT.** (a) Seller shall be in default hereunder if following notice to Seller, Seller shall fail to comply with or perform in the manner required in this Contract in any material respect any covenant, agreement or obligation on its part to be complied with or performed and such failure shall continue unremedied for ten (10) days. Except as hereinafter specifically provided to the contrary, if Seller shall be in default hereunder, Purchaser (in lieu of prosecuting an action for damages or proceeding with any other legal course of conduct, the right to bring such actions or proceedings being expressly and voluntarily waived by Purchaser, to the extent legally permissible, following and upon advice of its counsel) shall have the right (i) to seek to obtain specific performance of Seller's obligations hereunder, provided that any action for specific performance shall be commenced within ten (10) days after such default, or (ii) to promptly receive a return of the Deposit. If Purchaser fails to commence an action for specific performance within ten (10) days after such default, Purchaser's sole remedy shall be to receive a return of the Deposit. Upon such return and delivery, this Contract shall terminate and neither party hereto shall have any further obligations under this Contract other than those which are expressly stated to survive the termination thereof.

(b) Purchaser shall be in default hereunder if Purchaser shall fail to comply with or perform within the time limits and in the manner required in this Contract (or in any other contract or agreement between Purchaser and Seller or any affiliate of Seller) in any material respect any covenant, agreement or obligation on its part to be complied with or performed and any conditions to the performance by Purchaser of its obligations hereunder have been satisfied. In the event of a default by Purchaser hereunder, Seller may terminate this Contract by notice to Purchaser at or prior to the Closing, in which event Seller shall be entitled to receive the Deposit as liquidated damages in full satisfaction of any claims against Purchaser hereunder; provided, however, that the foregoing shall not limit any claims that Seller may have against Purchaser based on Purchaser's failure to comply with any post-Closing obligation or any instrument delivered at Closing.

(c) As an inducement to Seller to enter into this Contract, Purchaser agrees that notwithstanding anything to the contrary expressly or by implication provided in this Contract, (i) TIME SHALL BE OF THE ESSENCE with respect to the performance by Purchaser of its obligations under this Contract by the dates and within the time periods set forth in this Contract, (ii) the failure of Purchaser to perform its obligations under this Contract by the dates and within the time periods set forth in this Contract shall be a material default under this Contract, and (iii) Purchaser shall not be entitled to any adjournment(s) of the times or dates by which Purchaser is required to perform its obligations under this Contract; except that Purchaser may request one or more adjournments of the Closing Date, provided that the aggregate period of time the Closing may be adjourned by reason thereof shall not exceed two (2) business days.

12. BUILDING AND ZONING LAWS. Seller makes no representation about the zoning of the Property or its legal uses. Seller makes no representation about whether the Property has a certificate of occupancy. In some jurisdictions a certificate of occupancy or other certificates (e.g., lead paint certification, smoke detector affidavit, etc.) may also be required upon the transfer of title to the Property. If any such certificates or certifications are required to be obtained in order for the Property to be transferred to Purchaser by Seller, Purchaser shall obtain such certificates prior to Closing at Purchaser's sole cost and expense and provide evidence reasonably satisfactory to Seller at Closing that such certificates have been obtained. If any violations at the Property should be required to be corrected by the municipality or other work performed at the Property in order to obtain a certificate permitting the transfer of the Property, Purchaser shall correct and/or perform same at Purchaser's sole cost and expense. Purchaser shall indemnify, defend and hold Seller harmless from and against all fines, penalties, costs, expense, claims and liabilities arising out of or relating to Purchaser's failure to timely obtain any such certificate if one is required, and this indemnity shall survive the Closing.

13. CASUALTY AND CONDEMNATION. (a) The risk of loss to the Property from fire or other casualty shall belong to Purchaser. In the event of such loss or damage, Seller shall

assign to Purchaser all proceeds due under the insurance policies carried by Seller, if any, and shall give Purchaser a credit, at Closing, in the amount of the deductible under any such policy. Nothing herein contained shall obligate Seller to maintain insurance coverage.

(b) If a material portion of the Property is taken by condemnation or eminent domain prior to Closing, Purchaser or Seller shall have the right to terminate this Contract by notice to the other given within five (5) days after notice of the condemnation or taking. As used herein, the term "material portion" shall mean a portion of the Property that is such that Purchaser would be unable to continue the use of the Property as it is presently utilized. If neither party elects to terminate as aforesaid, the Closing shall occur without abatement of the Purchase Price and Purchaser shall be entitled to receive any award payable by the condemning authority.

14. BROKERAGE. Purchaser represents to Seller that it has not dealt with any broker or finder in connection with this Contract or the transactions contemplated hereby other than _____ ("Purchaser's Broker"). Purchaser acknowledges that Seller has retained Keen Realty Consultants Inc. ("Seller's Broker") as its broker and Seller shall pay the commissions due Seller's Broker. Purchaser acknowledges that if Purchaser uses a purchaser broker, Purchaser shall pay all the commission fees and charges charged by the purchaser broker. Purchaser shall indemnify Seller and hold Seller harmless from any claim, loss, liability, damage, cost or expense (including, without limitation, reasonable attorneys' fees, disbursements and court costs) paid or incurred by Seller by reason of any claim to any broker's commission (other than Seller's Broker), finder's fee or other fee in connection with this Contract or the transaction contemplated hereby. The parties' obligations under this Section 14 shall survive the termination of this Contract.

15. OVERBID PROCEDURES. Seller and Purchaser acknowledge that under the Bankruptcy Code the sale of the Property is subject to Bankruptcy Court Approval. Seller and Purchaser acknowledge that to obtain such approval the Seller must demonstrate that it has taken

reasonable steps to obtain the highest and best price possible for the Property, including, but not limited to, giving notice of the transaction contemplated by this Contract to creditors and other interested parties as ordered by the Bankruptcy Court, providing information about the Property to responsible bidders, entertaining higher and better offers from responsible bidders and, if necessary, conducting an auction.

16. **INVENTORY.** In addition to the Purchase Price, in consideration for the Inventory included in this sale, Purchaser shall pay Seller at Closing an amount (the "Inventory Price") equal to one-half (1/2) of the cost to Seller of such Inventory. Seller shall provide Purchaser with a schedule of the Inventory prior to Closing, including on such schedule the cost to Seller of the Inventory. Notwithstanding anything to the contrary contained in this Contract, Seller shall have the right to withdraw from the Property being sold by Seller pursuant to this Contract, all or such portion of the Inventory as Seller may determine in its sole discretion prior to Closing. In that event, Purchaser shall not be required to pay to Seller any amount for such Inventory as is not included in this sale.

17. **MANNER OF PAYMENT.** All checks to be delivered by or on behalf of Purchaser to Seller at Closing shall be drawn on a Federally or State chartered bank or savings and loan association, and shall be unendorsed, good certified checks of the Purchaser, or bank or teller's checks without restrictions, payable to the direct order of Seller or such person(s) or entity(s) as Seller may direct; provided, however, that upon at least two (2) days prior notice from Seller, Purchaser shall pay such balance at Closing by wire transfer of funds pursuant to instructions given by Seller. Notwithstanding the foregoing, the net amount of Closing Adjustments, if due to Seller, up to \$1,000, may be paid by Purchaser's ordinary check, subject to collection.

18. **NOTICES.** All notices under this Contract shall be deemed delivered when personally delivered or mailed postage prepaid, certified or registered mail, return receipt requested, or when delivered by a nationally recognized overnight counter service to the addresses set forth

next to the signature of each party below. A copy of all notices given hereunder shall also be delivered to Escrow Agent and to Golenbock, Eiseman, Assor & Bell, 437 Madison Ave., New York, New York 10022 Attention: Jonathan Flaxer, Esq. and Janice Grubin, Esq.

19. **WAIVER.** No failure or delay on the part of Seller in exercising any right of Seller, and no action on the part of Seller or any course of dealing or partial performance shall be deemed a waiver of an right of Seller set forth herein or a modification of any terms set forth herein.

20. **ENTIRE AGREEMENT; AMENDMENT.** This written Contract and the Addenda and Exhibits attached hereto constitute the entire and complete agreement between the parties hereto and supersede any prior oral or written agreements between the parties with respect to the Property. In the event of any conflict between any such Addendum or Exhibit and any of the provisions of this Contract, the provisions of such Addendum or Exhibit shall be deemed to control. This Contract may not be amended, altered, modified or discharged, nor may any provision of this Contract be waived, except by an instrument in writing signed by Purchaser and an appropriate officer of Seller (and by Escrow Agent to the extent such modification, amendment or waiver would alter the duties or obligations of Escrow Agent hereunder).

21. **HEADINGS.** The paragraphs or section headings herein are for convenience of reference only and shall not be deemed to vary the content of this Contract or the covenants, agreements, representations and warranties herein set forth or limit the provisions or scope thereof.

22. **SEVERABILITY.** The invalidity of any provision of this Contract shall not affect the validity or enforceability of any other provision set forth herein.

23. **ASSIGNMENT.** Purchaser may not assign this Contract or Purchaser's rights hereunder without the prior written consent of Seller, which consent may be given or withheld in Seller's sole discretion.

24. **COUNTERPART EXECUTION.** This Contract may be executed in several counterparts each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument. A fully executed facsimile copy of this Agreement shall be treated as an original.

25. **BINDING EFFECT.** This Contract shall be binding upon and inure to the benefit of the parties hereto, and their respective successors, personal representatives, legal representatives, heirs and permitted assigns.

26. **GOVERNING LAW.** This Contract and the rights and obligations hereunder and the provisions hereof shall be governed by and construed in accordance with the federal law of the United States of America and in the absence of controlling federal law, in accordance with the laws of the state wherein the Property is located. All disputes arising out of or related to this Contract, including, without limitation, any dispute relating to the interpretation, meaning or effect of any provision hereof, will be resolved in the Bankruptcy Court and the parties hereto each submit to the exclusive jurisdiction of the Bankruptcy Court for the purposes of adjudicating any such dispute, to the extent the jurisdiction of the Bankruptcy Court is available.

27. **ESCROW AGENT.** (a) The Deposit shall be held by Escrow Agent, in trust, on the terms hereinafter set forth. Escrow Agent shall deposit all the monies in a non-interest bearing trust account in a bank located in the state where the Property is located or where the Escrow Agent is located, at the discretion of the Escrow Agent, provided, however, that in the event the Deposit has not been released or applied towards the Purchase Price as of the Closing Date, pursuant to this Contract, the Deposit shall be moved to an interest bearing account, with the interest to be paid to the party ultimately entitled to the Deposit.

(b) If any check delivered by Purchaser is not paid, Escrow Agent shall immediately deliver any monies held to Seller and the escrow shall terminate. At Closing, Escrow Agent shall deliver the escrowed monies to Seller and the escrow shall terminate. Escrow Agent shall

make disbursements as instructed by written instructions signed by both Seller and Purchaser directing Escrow Agent to disburse funds. Purchaser and Seller may deliver joint instructions to Escrow Agent or may deliver separate instructions directing identical actions by the Escrow Agent. Seller or Purchaser may give Escrow Agent instructions, as to the disbursement of funds (with a copy of such notice given simultaneously to the other party), in which event, Escrow Agent shall have the right to disburse the Deposit in accordance with the instructions received by it, provided that, within three (3) days thereafter, Escrow Agent shall not have received a notice from the party that had not given such instructions, disputing Escrow Agent's proposed disbursement of funds. In the event that, within such 3-day period, Escrow Agent shall receive a notice disputing the disbursement of the deposit in accordance with the original instructions received by Escrow Agent, Escrow Agent shall not follow any disbursement instructions except in accordance with subsequent joint instructions from Seller or Purchaser or separate instructions from Seller and Purchaser directing identical actions by Escrow Agent, but shall proceed under this Section 27 as if no such instructions had been given.

(c) The funds received by Escrow Agent in accordance with these escrow provisions are sometimes referred to as the "Escrowed Property." The Escrow Agent shall not be under any duty to give the Escrowed Property any greater degree of care than it gives its own similar property and shall not be required to invest any funds. Notwithstanding anything in these escrow provisions to the contrary, in the event Escrow Agent receives written notice of a dispute concerning the disbursement or distribution of any Escrowed Property prior to its disbursement or distribution, Escrow Agent may elect to (1) make such disbursement or distribution as Escrow Agent believes in good faith complies with the terms of these escrow provisions; or (2) continue to hold the Escrowed Property and disburse or distribute it when Escrow Agent either receives a written notice signed by the parties directing disposition of the Escrowed Property or a final, nonappealable judgment or order of a court of competent jurisdiction; or (3) interplead the other parties to these escrow provisions and take such other actions as may comply with law,

including, without limitation, delivery of the Escrowed Property into court or as directed by a court.

(d) Except with respect to claims based upon willful misconduct that are successfully asserted against the Escrow Agent, the parties hereto shall jointly defend (by attorneys selected by the Escrow Agent, indemnify and hold harmless the Escrow Agent (and any successor) and its partners, members, employees and agents from and against any and all losses, liabilities, claims, actions, judgments, damages and expenses arising out of or in connection with its acceptance of, or the performance of its duties and obligations under, these escrow provisions as well as the reasonable costs and expenses of defending against any claim or liability arising out of or relating to these escrow provisions. This indemnity includes, without limitation, disbursements and reasonable attorneys' fees either paid to attorneys or representing the fair value of legal services rendered by the Escrow Agent to itself solely in connection with such dispute or litigation.

(e) The Escrow Agent shall not be liable for any error of judgment, or any action taken by it or omitted to be taken by it hereunder, except in the case of its willful misconduct, nor shall it be liable for the default or misconduct of any employee, agent or attorney appointed by it who shall have been selected with reasonable care. The Escrow Agent shall be entitled to consult with counsel of its choosing (which may include its own members and employees) and shall not be liable for any action taken, suffered or omitted by it in good faith and in accordance with the advice of such counsel.

(f) The parties acknowledge that Escrow Agent is merely a stakeholder and has no interest in the Escrowed Property. Upon delivery of the Escrowed Property into court or as a court shall direct, Escrow Agent shall be fully released from all liability and obligations with respect to the Escrowed Property.

(g) Escrow Agent shall be entitled to represent a party in any lawsuit. The parties acknowledge that the Escrow Agent may have acted and may continue to act as attorney for one of the parties, and nothing in these escrow provisions shall be construed to prohibit the Escrow Agent from continuing to so act in the future. This includes acting in any suit, action, or proceeding brought by a party to recover any Escrowed Property or any other matter affecting either party. To the extent there is any conflict of interests between the parties or between Escrow Agent and one party and/or the other, the conflict is waived.

(h) The Escrow Agent shall be entitled to rely upon any order, judgment, certification, demand, notice, instrument or other writing delivered to it hereunder without being required to determine the authenticity or the correctness of any fact stated therein or the propriety or validity thereof (including, without limitation, the validity of any service). The Escrow Agent may act in reliance upon any instrument or signature believed by it in good faith to be genuine (including, without limitation, a photocopy or facsimile thereof) and may assume, if in good faith, that any person purporting to give notice or receipt or advice or make any statement or execute any document in connection with the provisions hereof has been duly authorized to do so.

(i) (1) Escrow Agent, and any successor escrowee, may resign on seven days written notice to the other parties. Within the seven day period, the other parties shall designate a successor escrowee and notify Escrow Agent of the designated successor. If they fail to do so by the end of the seven day period, Escrow Agent may designate a nationally recognized title insurance company as the successor escrowee, or Escrow Agent may deposit the Escrowed Property with the court or as a court may direct, or Escrow Agent may continue to hold the Escrowed Property as custodian in accordance with part (ii) below. The parties agree that they will be jointly and severally liable to pay any fees charged by any title insurance company to act as successor escrowee, and between themselves, the parties agree to each pay one-half the fees of any such successor escrowee. If Escrow Agent designates a title insurance company as successor escrowee, the parties shall agree to any standard escrow provisions the title insurance company

customarily requires, and if there is any conflict between the escrow provisions in these escrow provisions and the additional provisions required by the title company, the additional provisions shall prevail. If a successor escrowee is designated in accordance with this subsection to Escrow Agent's satisfaction, Escrow Agent shall deliver the Escrowed Property to the successor escrowee. Notwithstanding anything in these escrow provisions to the contrary, on notice to the parties, Escrow Agent may take any other steps as Escrow Agent, in its sole discretion, may elect to terminate its duties as Escrow Agent pursuant to these escrow provisions.

(2) From the effective date of Escrow Agent's resignation through the date of delivery of the Escrowed Property to a successor escrowee or to the court or at the court's direction: (i) Escrow Agent shall retain the Escrowed Property as custodian unless otherwise jointly directed in writing by the parties; and (ii) all of the terms of the Escrow Agreement, other than Escrow Agent's obligation to deliver the Escrowed Property shall continue to apply.

(j) The parties acknowledge that the Escrow Agent is acting solely as a stakeholder at their request, for their convenience, and as an accommodation. The Escrow Agent shall not be deemed to be the agent of either of the parties for the purposes of the escrow, and Escrow Agent shall not be liable to either of the parties for any act or omission, error of judgment, or mistake on its part unless grossly negligent or taken in bad faith and in willful disregard of these escrow provisions. In the absence of manifest error, Escrow Agent's disposition of the Escrowed Property shall be presumed in compliance with these escrow provisions.

(k) Escrow Agent shall not be bound or in any way affected by any modification or cancellation of the escrow provisions of this Agreement unless the modification shall be satisfactory to Escrow Agent and approved by Escrow Agent in writing. Except as otherwise provided herein, the escrow provisions may be canceled, modified or amended only by a written instrument executed by the parties and Escrow Agent. The duties and obligations of the Escrow Agent shall be determined solely by the express provisions of these escrow provisions and the

Escrow Agent shall not be liable except for the performance of such duties and obligations as are specifically set forth in these escrow provisions. No implied duties or obligations shall be read into this Agreement against the Escrow Agent. These escrow provisions are binding on the parties and the Escrow Agent, and their respective heirs, successors, administrators and assigns. The Escrow Agent shall not be in any way affected by any fact or circumstance affecting or alleged to affect rights or liabilities hereunder unless notice of the same is delivered to the Escrow Agent in writing signed by the proper parties to the Escrow Agent's satisfaction.

(l) Escrow Agent has executed this Contract solely in order to confirm that the Escrow Agent is holding the Deposit and will hold the Deposit in escrow pursuant to the provisions hereof.

(m) If Escrow Agent is a title company, the parties agree to execute any additional escrow provisions customarily required by the title company.

28. **NO RECORDATION.** In no event shall Purchaser record this Contract or any Memorandum hereof and any such recordation or attempted recordation shall constitute a breach of this contract by Purchaser.

29. **POSSESSION.** Possession will be delivered to Purchaser by delivery of the Deed at Closing, subject, however, to the provisions of this Contract.

30. **SURVIVAL.** (a) Except as otherwise expressly provided in this Contract, no representations, warranties, covenants or other obligations of Seller set forth in this Contract shall survive Closing or termination of this Contract, and no action based thereon shall be commenced after Closing or termination of this Contract.

(b) The delivery of the Deed by Seller, and the acceptance thereof by Purchaser, shall be deemed the full performance and discharge of every obligation on the part of Seller to be

performed hereunder, except those obligations of Seller which are expressly stated in this Contract to survive the Closing.

[The balance of this page has intentionally been left blank.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Contract, as of the day and year first above written.

ADDRESS:

SELLER:

By: _____
Name: _____
Title: _____

PURCHASER:

Name:

Tax Identification No. _____

ADDRESS:

Telephone No. _____
Fax No. _____
Tax I.D. No. _____

If a Corporation:

_____ a _____ corporation

By: _____
Name: _____
Title: _____

ADDRESS:

Telephone No. _____
Fax No. _____
Tax I.D. No. _____

If a Partnership:

_____, a _____
partnership, by its duly authorized general partner(s)

By: _____
Name: _____
General Partner

By: _____
Name: _____
General Partner

PURCHASER - COMPLETE THIS INFORMATION

NAME OF PURCHASER'S ATTORNEY: _____
ADDRESS: _____
TELEPHONE NO.: _____
FAX NO.: _____

Escrow Agent

By: _____
Name: _____
Title: _____
Tel. No. _____
Fax No. _____

336845

Exhibit A

Land

Exhibit B

Excluded Personal Property

1. Cash and cash equivalents.
2. Accounts receivable owned by Seller for the sale of services completed prior to Closing.
3. All inventory held for resale if and to the extent withdrawn by Seller pursuant to Section 16 of this Contract.
4. All leased equipment, machinery and personalty.
5. All intellectual property.
6. All funds, accounts, instruments, documents, general intangibles (including trademarks, trade names, and symbols used in connection therewith) arising from or by virtue of any transactions related to the Property that occurred or arose before the Closing.
7. Monetary deposits, that Seller has been required to give to any public or private utility with respect to utility services furnished to the Property.
8. All lettering on signs located on the Property that refer to "Family Golf Centers" "SkateNation", "Sports Plus" or otherwise refer to intellectual property of the Seller which shall be removed by Purchaser at Purchaser's cost within thirty (30) days of Closing. If Purchaser has not removed such lettering within thirty (30) days after Closing, Seller may, but shall not be required to, cause such lettering to be removed at Purchaser's cost and expense, which Purchaser shall promptly pay to Seller upon Purchaser's receipt of a statement therefor. If Purchaser does not pay such statement within ten (10) days after the date such statement is sent to Purchaser, the amount set forth on such statement shall bear interest at the rate of twelve percent (12%) per annum from the date of such statement until paid in full. This obligation shall survive the Closing.
9. Nortel (Baynetworks) Router, Model ARN
10. Rewards Club ERNEX, terminal, printer, scanner and COM switch
11. Liquor license [if applicable]
12. Beer/liquor/wine. [if applicable]
13. Equipment shared with other entertainment facilities. [if applicable]

Exhibit C

DEED

THIS INDENTURE, made the day of _____, 2001 BY AND BETWEEN
_____, the party of the first part, and
_____, the party of the second part.

WITNESSETH, that the party of the first part, in consideration of One Dollar (\$1.00) paid by the party of the second part, does hereby remise, release and quitclaim unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being more particularly described on Exhibit A annexed hereto and made a part hereof.

TOGETHER, with all right, title and interest, if any, of the party of the first part in and to any streets and road abutting the above described premises to the center lines thereof; **TOGETHER** with the appurtenances and all the estate and rights of the party of the first part in and to said premises; **TO HAVE AND TO HOLD** the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

[**New York Properties:** **AND** the party of the first part, in compliance with Section 13 of the Lien Law, hereby covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.]

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

[GRANTOR]

Witness

By: _____

Name: _____

Title: _____

[Appropriate state form of acknowledgement to be attached]

[Deed to be modified at closing to conform to state law requirements]

Exhibit D

Bill of Sale

BILL OF SALE

_____, a _____, having an office at _____
("Seller"), in consideration of Ten Dollars (\$10.00) and other good and valuable consideration
paid to Seller by _____, a _____ having an address at
_____ ("Purchaser"), the receipt and sufficiency of which are hereby
acknowledged, hereby sells, conveys, assigns, transfers, delivers and sets over to Purchaser all of
the right, title and interest of Seller in and to all Personal Property, but excluding the Excluded
Property (as such terms are defined in that certain Real Estate Sales Contract (the "Real Estate
Contract") dated as of _____, 2001 by and between Seller and Purchaser).

TO HAVE AND TO HOLD unto Purchaser and its successors and assigns to its and their
own use and benefit forever.

The transfer provided for herein is made by Seller "As Is" and without recourse and
without any expressed or implied representation or warranty whatsoever, except as set forth in
the Real Estate Contract.

[_____]

By: _____

Name:

Title:

Dated: As of _____, 2001

Exhibit E

Affidavit

State of)
 ss:
County of)

The undersigned, _____, on behalf of _____ ("Owner"), being duly sworn, hereby says as follows:

1. The sale of the real property commonly known as (the "Property"), as more particularly described in the Title Commitment dated _____ (the "Title Commitment") issued by _____ (the "Title Company") has been duly authorized by all requisite corporate action.

2. _____ and _____ are duly authorized to execute documents on behalf of Owner in order to sell or convey the Property, and provide seller financing, if applicable, substantially in accordance with the terms of the Real Estate Sales Contract dated _____ (the "Contract") between Owner and _____ ("Purchaser").

3. All property taxes and assessments lawfully due and payable as of the date hereof which could become a lien against the Property have been paid in full or have been adjusted between Owner and the purchaser of the Property.

4. Owner is not a "foreign person" as that term is defined in Section 1445 of the Internal Revenue Code, as amended.

5. In connection with the issuance of such title policy, Owner is not aware of any labor or material used in connection with the construction of improvements or repairs, if any, on the property set forth in the title policy that have not been fully paid for or any unpaid labor and material claims against the improvements or repairs and the property upon which the same is situated, which may give rise to a lien on such property.

6. Owner has no knowledge of any tenants or other parties who are in possession or have the right to be in possession of said premises, except as disclosed by Owner in the Property Information Package provided to purchaser.

This affidavit is given on behalf of Owner in order to induce Title Company to issue an Owner's Policy of Title Insurance and required endorsements.

Signed this ____ day of _____, 2001.

[_____]

By: _____

Name:

Title:

Sworn and subscribed before me
this ____ day of _____, 2000.

Notary Public

My commission expires:

(SEAL)

Exhibit F

Assignment of Lessor's Interest
in Leases and Assumption Agreement

_____ ("Assignor"), for and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, paid to Assignor by _____ ("Assignee"), does hereby transfer, assign, set over and quitclaim, without recourse and without representation or warranty of any kind or nature whatsoever, express or implied, all right, title and interest of Assignor in and to those certain leases attached hereto and hereby made a part hereof (the "Leases") including any and all interests Assignor may have in all refundable tenant security deposits made under such Leases, including, without limitation, all letters of credit or other security provided in lieu of cash deposits, to the extent such security deposits are in the possession of Assignor.

Assignee hereby assumes the Leases, and agrees to perform and keep all covenants, agreements and obligations arising therefrom and under related state statutes, including, without limitation, the refund of all refundable security deposits held in respect thereto which have been delivered or credited to Assignee, and to indemnify and hold harmless Assignor from and against any and all claims, demands, causes of actions, judgments, liabilities, costs and expenses which may be asserted or recovered against Assignor arising out of or relating or pertaining to the assigned Leases and security deposits (including, without limitation, attorneys' fees and costs incident thereto).

IN WITNESS WHEREOF, the Assignor and Assignee have caused this instrument to be executed this ____ day of _____, 2001.

ASSIGNOR:

[_____]

By: _____

Name:

Title:

Attest:

ASSIGNEE:

[_____]

Name:

Title:

By: _____

Name:

Title

Exhibit G

Assignment of Licenses, Permits and Contracts
and Assumption Agreement

THIS AGREEMENT is made by and between _____ ("Assignor") to
_____ ("Assignee").

WITNESSETH:

WHEREAS, Assignee has acquired all of Assignor's right, title, interest and estate in and to the certain project located in _____, commonly known as _____ (the "Project"), which is more particularly described on Exhibit "F-1" attached hereto and by this reference made a part hereof;

NOW, THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby transfer, assign, set over and quitclaim, without recourse and without representation or warranty of any kind or nature whatsoever, express or implied, to Assignee, all of Assignor's right, title and interest in and to the following described rights, interests and property:

All of Assignor's right, title and interest, if any, in and to any assignable licenses, permits, contract and agreements relating to the operation of the Project including, but not limited to, those licenses, permits, contracts and agreements identified on Exhibit "F-2" attached hereto and by this reference made a part hereof (the "Assigned Obligations"). To the extent that any such licenses, permits, contracts or agreements require approval of a governmental entity or other third party, and without limiting the other terms and conditions of this Assignment, Assignor makes no representation or warrant as to whether such licenses, permits, contracts and agreements are assignable.

Assignee hereby assumes the Assigned Obligations and agrees to perform and keep all terms, conditions, covenants, agreements, liabilities and obligations to be performed thereunder, and to indemnify and hold harmless Assignor from and against any and all claims, demands, causes of actions, judgments, liabilities, costs and expenses which may be asserted or recovered against Assignor arising out of or relating to the Assigned Obligations (including, without limitation, attorneys' fees and cost incident thereto).

IN WITNESS WHEREOF, the Assignor and Assignee have caused this instrument to be executed this ____ day of _____, 2001.

ASSIGNOR:

[_____]

By: _____

Name:

Title:

Attest:

ASSIGNEE:

[_____]

Name:

Title:

By: _____

Name:

Title:

Exhibit H
Title Commitment

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